

ZB# 94-14

**Louis Korngold /
MC&B Partnership**

69-2-1,2,12

#94-14 - Korngold/MC+B Partnership

Prelim.

May 9, 1994

Need copy of:

① Need a 4
contract.

② Title Report 4

③ Fees: 150.00 4
292.00 4

④ Photo 5 - will bring

⑤ Proxy letter to P. 11
Notice to Sentinel on 5/10/94.

Public hearing:

May 23, 1994

Great

Sign granted

as amended

June 27, 1994 -

addl. - free-standing

TOWN OF NEW WINDSOR
555 Union Avenue
New Windsor, NY 12550

GENERAL RECEIPT

14046

May 19 1994

Received of M. M. & J.

\$ 150.⁰⁰

One Hundred Fifty

00

DOLLARS

For ZBA # 94-14 App. Fee

100

DISTRIBUTION:

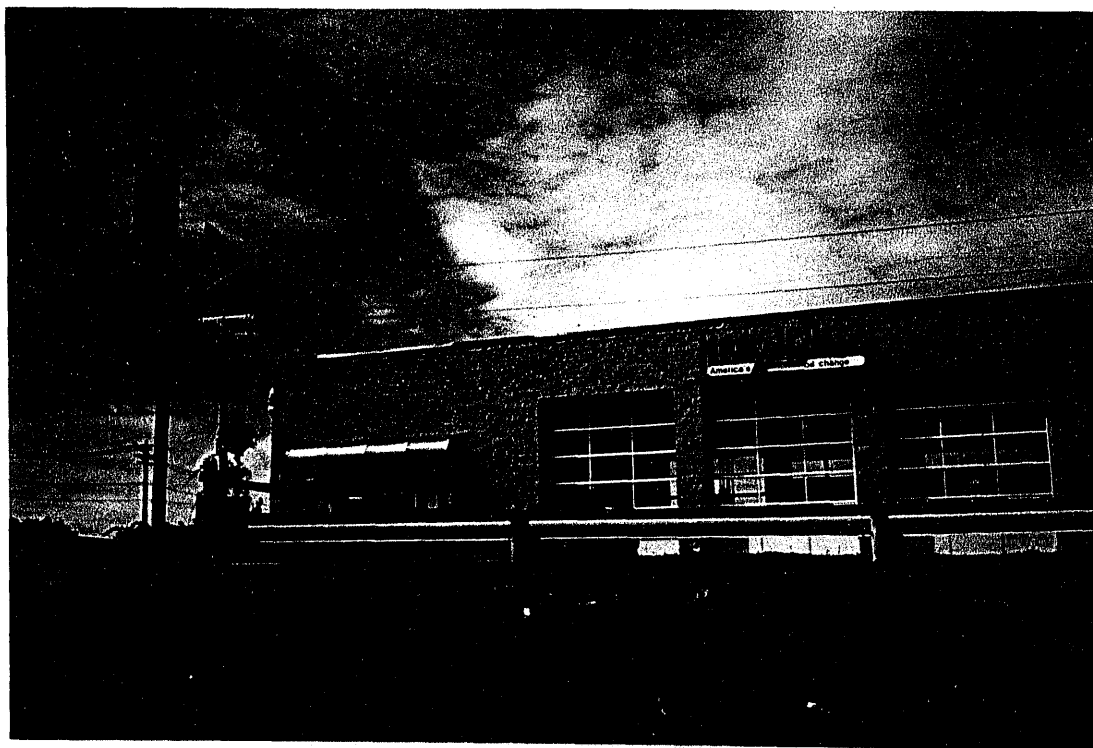
FUND	CODE	AMOUNT
CE. 452		150. ⁰⁰

By Dorothy Hansen

Town Clerk

Title

© WILLIAMSON LAW BOOK CO., VICTOR, N.Y. 14564



20th 3/14 - Received M. M. & J.

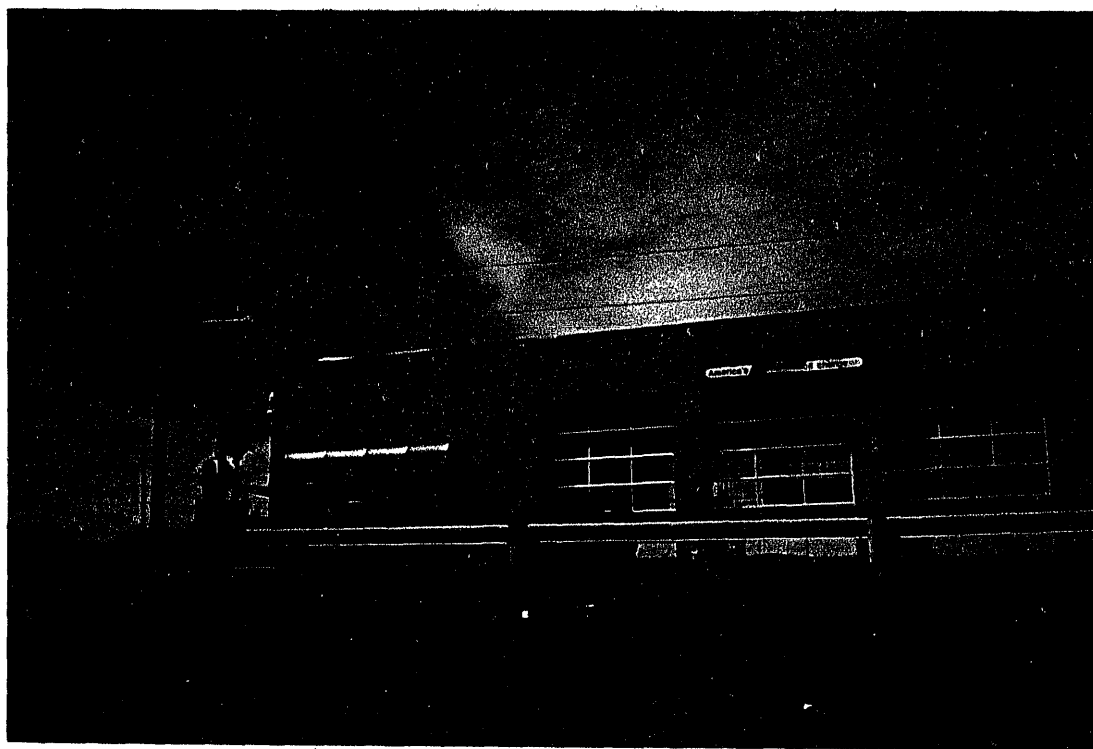
OK. 452		150.00

© WILLIAMSON LAW BOOK CO., VICTOR, N.Y. 14564

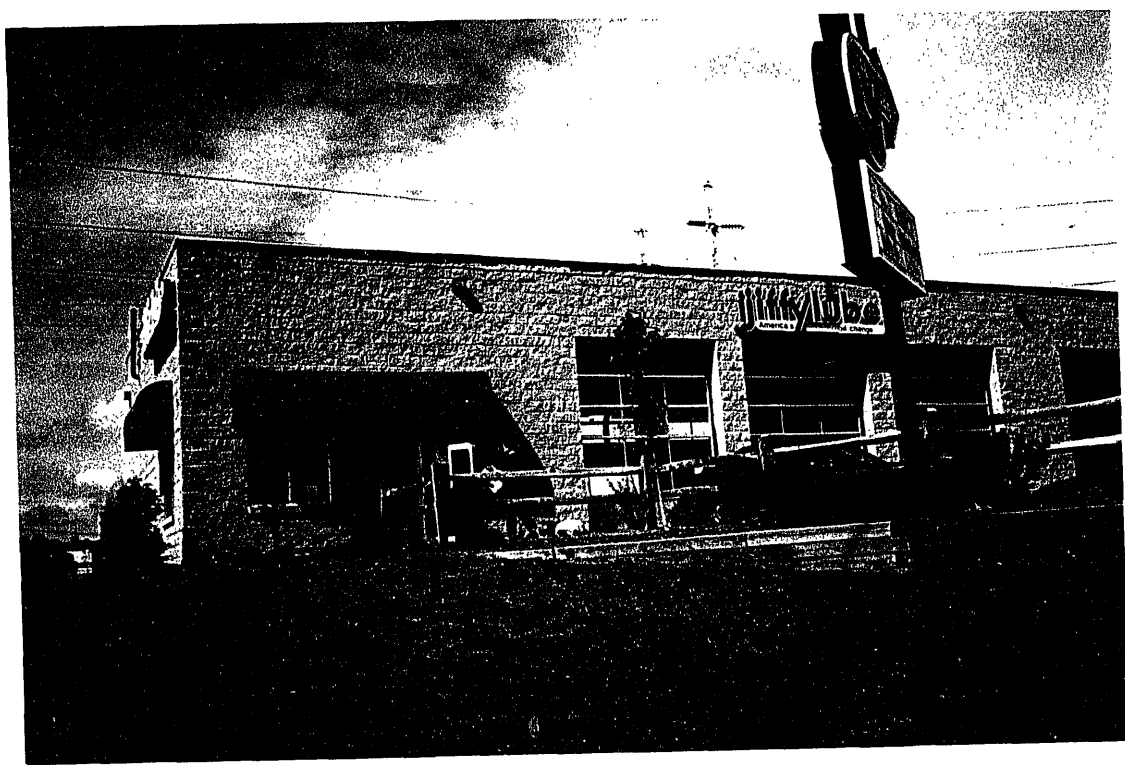
by _____

Town Clerk

Title



#94-14-Kornfeld Inc & Partnership



60-13/313

M. M. & J.
208 MEADOW AVE.
SCRANTON, PA 18505

EXPLANATION	AMOUNT

451

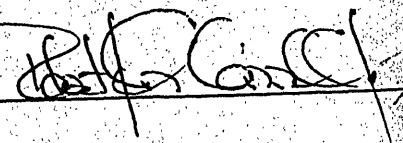
Y MOUNT OF TWO HUNDRED NINETY TWO DOLLARS AND 00/100-----DOLLARS

CHECK AMOUNT

DATE	TO THE ORDER OF	GROSS AMT.	DISCOUNT	CHECK NO.
5/17/94	TOWN OF NEW WINDSOR			451

\$ 292.00

PENN SECURITY BANK & TRUST COMPANY
SCRANTON, PA 18503



237 94-14

⑈000451⑈ ⑆031300135⑆ 5249⑈003⑈0⑈

60-13/313

M. M. & J.
208 MEADOW AVE.
SCRANTON, PA 18505

EXPLANATION	AMOUNT

452

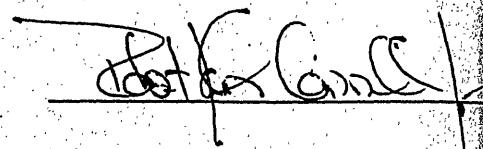
AY MOUNT OF ONE HUNDRED FIFTY DOLLARS AND 00/100-----DOLLARS

CHECK AMOUNT

DATE	TO THE ORDER OF	GROSS AMT.	DISCOUNT	CHECK NO.
5/17/94	TOWN OF NEW WINDSOR			452

\$ 150.00

PENN SECURITY BANK & TRUST COMPANY
SCRANTON, PA 18503



237 94-14

⑈000452⑈ ⑆031300135⑆ 5249⑈003⑈0⑈

-----X
In the Matter of the Application of

KORNGOLD, LOUIS/MC&B PARTNERSHIP

DECISION GRANTING
AREA VARIANCES#94-14.

-----X

WHEREAS, LOUIS KORNGOLD, 135 Strawtown Road, West Nyack, New York 10994, owner, and M.C. & B. PARTNERSHIP, having an office at 208 Meadow Avenue, Scranton, Pennsylvania 18505, have made application before the Zoning Board of Appeals for the following variances in order to construct two buildings on property located on the east side of NYS Route 300 in a C zone. Specifically, the applicant is requesting the following seven (7) variances:

- (1) A variance of the building height of Building #1 of 4 ft.
- (2) A variance of the building height of Building #2 of 8 ft.
- (3) Two additional wall signs to be placed on Building #1, equaling a total of three wall signs.
- (4) A variance for the above-referenced wall signage to allow an additional 88.12 s.f.
- (5) A variance of the requirements of the local law for sign area for a freestanding sign in the amount of 45 ft.
- (6) A variance of the requirements of the local law for set back requirement for a freestanding sign in the amount of 5 ft.
- (7) A variance of the height of a freestanding sign in the amount of 3 ft.

WHEREAS, a public hearing was held on the 23rd day of May, 1994, and further discussion between the applicant and the Board was held on the 27th day of June, 1994, both hearings before the Zoning Board of Appeals at the Town Hall, New Windsor, New York; and

WHEREAS, applicant appeared by Gregory Shaw, P. E., John Connell and Jim Bannon, both of whom are contract-vendees; and

WHEREAS, there were three (3) spectators appearing at the public hearing; and

WHEREAS, two spectators spoke with questions and comments but neither expressed any opposition to the application or any parts thereof; and

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor makes the following findings in this matter:

1. The notice of public hearing was duly sent to residents and businesses as prescribed by law and published in The Sentinel, also as required by law.

2. The evidence presented by the applicant showed that:

(a) The subject premises is in a commercial zone containing mixed commercial uses.

(b) The property is presently improved by two run-down and dilapidated buildings.

(c) The applicant proposes to remove the buildings specified in sub-paragraph (b) or so much of them as can legally be done and erect two commercial buildings. Eventually the applicant wishes to erect a third commercial building but that building is not part of the present application.

(d) Before improvement of the premises or construction of buildings, signs or any improvements, the applicant must obtain the approval of the New Windsor Planning Board which will further address safety and welfare considerations, including but not limited to traffic.

(e) The spectators who spoke said that the applicant's proposal would be an improvement in the neighborhood and would produce a desirable and not an undesirable change.

(f) There was considerable discussion at the time of the public hearing on all variance requests but especially those involving the signs. With respect to the building height requests, there is no other feasible method to avoid the need for variances since the buildings must be located on the site, taking into consideration such factors as traffic and appearance and once the buildings are located permanently, the effect of the New Windsor Local Law is such that the building heights would be substantially below those of surrounding buildings and unsuitable for the uses to which these buildings are permitted to be put in this zone. With respect to the location and size of the signs, both wall and freestanding, after lengthy discussion between the applicant and the Board and consideration of the various signs proposed by the applicant, it appears that some variance will be necessary to allow the applicant signage which is consistent with the buildings in the surrounding area and appropriate to the conduct of applicant's proposed business.

(g) The building height and sign height variances would allow construction of buildings and a sign which are not taller than the surrounding buildings in the area. The signs themselves which are proposed by the applicant and for which the variance is sought are not unattractive or offensive.

(h) The applicant has reduced the present application to the minimum application necessary to achieve adequate building height and signage.

(i) No adverse impact will occur from the variances proposed if built in accordance therewith. If anything, the

proposed building would not only be consistent with, but improve the area. A major area of concern to the Board was the effect on traffic. The property is now used as a "cut through" and this would not increase if these variances were granted. In fact, if the buildings are constructed and utilized in the manner suggested by the applicant, the traffic impact may decrease since these buildings would generate their own traffic, the presence of which would interfere with the use of the property as a "cut through".

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor makes the following conclusions of law in this matter:

1. None of these variances will produce an undesirable change in the character of the neighborhood or create a detriment to nearby properties.

2. There is no other feasible method which can produce the benefit sought except the granting of all of the variances requested by the applicant.

3. The requested variances are substantial in relation to the town regulations, but nevertheless are warranted since the effect of the variances would only be to make the project consistent with the character of the surrounding neighborhood and district.

4. None of the variances will have an adverse effect or impact on the physical or environmental conditions in the neighborhood or zoning district.

5. The difficulties in this matter are self-created since the applicant is proposing new construction. Nevertheless, the Board feels that the awarding of the variances are justified because construction of this project will make the property an addition to the neighborhood and will make it consistent with the present character and appearance of the neighborhood and zoning district.

6. It is the finding of this Board that the benefit to the applicant, if the requested variances are granted, outweighs the detriment to the health, safety and welfare of the neighborhood or community by such grant.

7. It is the further finding of this Board that all variances are the minimum variances necessary and adequate to allow the applicant relief from the requirements of the bulk regulations and at the same time preserve and protect the character of the neighborhood and the health, safety and welfare of the community.

8. The interests of justice will be served by allowing the granting of the requested area variances.

NOW, THEREFORE, BE IT

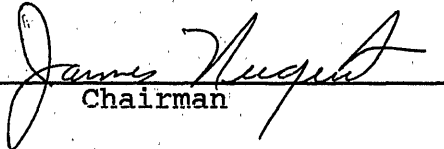
RESOLVED, that the Zoning Board of Appeals of the Town of New Windsor GRANT the variances requested in paragraphs "1"

through "7" on page one of this decision, as sought by the applicant in accordance with plans filed with the Building Inspector and presented at the public hearing.

BE IT FURTHER,

RESOLVED, that the Secretary of the Zoning Board of Appeals of the Town of New Windsor transmit a copy of this decision to the Town Clerk, Town Planning Board and applicant.

Dated: October 24, 1994.


Chairman

(ZBA DISK#12-092794.MCB)

OFFICE OF THE BUILDING INSPECTOR - TOWN OF NEW WINDSOR
ORANGE COUNTY, NY

#1 ZBA
5-9-94
SET UP FOR P/H

#2 ZBA
5-23-94
APPROVED

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

DATE: 5-19-94

APPLICANT: MC + B PARTNERSHIP
208 MEADOW AVE
SCRANTON PA 18505

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATE: 5-5-94

FOR (BUILDING PERMIT): INSTALL THREE WALL SIGNS AND ONE

LOCATED AT: RT 300 FREESTANDING

ZONE: C

DESCRIPTION OF EXISTING SITE: SEC: 69 BLOCK: 2 LOT: 1, 2 + 12

IS DISAPPROVED ON THE FOLLOWING GROUNDS:

1. FREESTANDING SIGN PERMITTED TO BE 40 SQ FT
2. ONE WALL SIGN PERMITTED
3. WALL SIGN PERMITTED TO BE 20 SQ FT
4. HEIGHT FOR FREESTANDING SIGN
5. SET BACK FOR FREESTANDING SIGN


BUILDING INSPECTOR

PERMITTED

PROPOSED OR
AVAILABLE

VARIANCE
REQUEST

ZONE C

USE A-1 + B-5

REVISED 5-23-94

SIGN

FREESTANDING

40 SQFT

84.48

140.24

SQFT

44.48

100.24

SQ FT

HEIGHT

15 FT

18 FT

3 FT

WALL SIGNS

ONE

THREE

TWO

TOTAL ALL SIGNS

20 SQFT

105.75 SQFT

85.75 SQFT

FEET FROM ANY LOT LINE

15 FT

10 FT

5 FT

APPLICANT IS TO PLEASE CONTACT THE ZONING BOARD SECRETARY AT
914-563-4630 TO MAKE AN APPOINTMENT WITH THE ZONING BOARD OF
APPEALS.

CC: Z.B.A., APPLICANT, B.P. FILE

REVISED 6-17-94

FREESTANDING SIGN

PERMITTED

40 SQFT

PROPOSED

128.12 SQFT

VARIANCE REQUEST

88.12 SQFT

Mike:

According to the notes which I took at the meeting, I believe the following is what the ZBA voted on for the Jiffy Lube sign:

In lieu of the 8 ft. "J" shaped logo with readerboard, the applicant is proposing the 6 ft. "J" shaped logo sign which is 3 ft. 7 in. with a 6 ft. readerboard, which will reduce the logo from 61.78 s.f. sign area with readerboard to 40.72 s.f. sign area with readerboard. The one-sided free-standing sign increases to 42.24 s.f. with readerboard per side, or 85 s.f.

Motion was made, seconded and carried. 5-0.

Pat

DISCUSSION: MC&B PARTNERSHIP/KORNGOLD

MR. NUGENT: Request for 88.12 additional square footage variance for freestanding sign on proposed Jiffy Lube building.

Gregory Shaw, P.E. of Shaw Engineering appeared before the board for this proposal.

MR. SHAW: For the record, my name is Greg Shaw of Shaw Engineering representing MC&B Partnership. With me tonight is John connell, who is one of the principals in the venture. What I'd like to do is pass out a plan to familiarize the board members with the site and also pass out the signage identification for what we're requesting before the board tonight. I guess you would say there's a little bit of confusion when we were before the board last month. It is my recollection that the board did approve a 6 foot shaped logo sign and a 3 by 6 foot reader board, although the numerical value of the variance didn't represent those two signs. Again, that is why we're here before you tonight. If you take a look on the second sheet, you'll see that I clearly delineated the 6 foot shaped logo sign and using the board's policy using square dimensions, you'll see that we have 42.24 square feet times two sides is 84.48 square feet. And if you move down to the 3 by 6 reader board, it's 21.82 square feet times 2 is 43.64 for a total signage of 128.12. Again, we're allowed 40 so we'd be requesting a variance of 88.12 square feet. Now I may point out if you just come up to the 6 foot shaped logo sign, we're showing it to be 42.24 square feet again that is square dimensions based upon your board's policy, if you take a look down to sign area only, in reality it's 18.9 square feet, substantially less than the 42 per side. So while it may numerically seem to be a large number, in actuality, it's not and again, if you'd look at the sign, you'd understand why again we're talking about the J using the square dimensions. It gets to be a very large number but the J isn't, it's probably about 45 percent of a square dimension, that is why we're before you tonight to try and clarify where we left off at the last meeting and ask the board to grant a new variance for 88.12 square feet.

MR. KANE: The figures underneath that sign area with the reader board 40.72, that would be the J, the 6 foot J and the reader board.

MR. SHAW: Right and it would be times two, may I add that is one side.

MR. NUGENT: We're still substantially less than what we had talked about originally. We originally had talked about 140 square feet, is that correct?

MR. SHAW: Yes. The original submission was for an eight foot shaped logo sign with a 3 by 8 reader board.

MR. NUGENT: Right we had reduced the size.

MR. SHAW: Board members felt uncomfortable with the eight foot dimensions, therefore we dropped to the 6 foot logo and the 3 by 6 reader boards. I didn't bring you any updated plans, I didn't want to change from that which I presented to you a month ago. But it will be going right in that island, we have a variance for setback to property line and also height that was granted by your board last month.

MR. BABCOCK: Just one comment here, the agenda says 88.12 additional, it would be 88.12 total. He already got 45 the last time he was here so I don't know, I think we should keep it as 88.12 total and forget about the last one unless you want to change that and subtract the 45 they got last time.

MR. NUGENT: I think that kind of clutters it up a little bit, leave it 88 total.

MR. BABCOCK: Okay.

MR. TORLEY: We have no problem about this doing a technical correction in this?

MR. KRIEGER: If it's a technical correction, no, as long as there's been no formal decision and there hasn't.

June 27, 1994

5

MR. KANE: What was our intent? There were a lot of numbers flying around.

MR. SHAW: There certainly was.

MR. NUGENT: Well, I don't see any problem with it.

MR. TORLEY: This is the last one, right?

MR. SHAW: You won't see me.

MR. HOGAN: Make the motion to amend the variance given to MC&B Partnership to read 88.12 square footage for sign, freestanding sign total.

MR. KANE: I'll second that.

ROLL CALL

MR. KANE	AYE
MR. HOGAN	AYE
MR. TORLEY	AYE
MR. NUGENT	AYE

MR. KRIEGER: There were a number of variances, the others aren't effected, just the freestanding sign.

MR. KANE: We took each as an individual thing, if I remember correctly.

6/14/94.
CC: ASK.

TOWN OF NEW WINDSOR
ZONING BOARD OF APPEALS

APPLICATION FOR VARIANCE

94-14

Date: 05/10/94

I. Applicant Information:

- (a) KORNGOLD, LOUIS -135 Strawtown Road, W. Nyack, N.Y. 10994 x
(Name, address and phone of Applicant) (Owner)
- (b) M.C.&B. PARTNERSHIP, 208 Meadow Avenue, Scranton, PA 18505
(Name, address and phone of purchaser ~~or lessee~~)
- (c) -
(Name, address and phone of attorney)
- (d) SHAW ENGINEERING, 744 Broadway, Newburgh, N. Y. 12550 - (914)561-3695
(Name, address and phone of contractor/engineer/architect)

II. Application type:

- ☐ Use Variance ☒ Sign Variance
- ☒ Area Variance ☐ Interpretation

III. Property Information:

- (a) C East side of Rt. 300 69-2-1,2&12 132,858 s.f.+
(Zone) (Address) (S B L) (Lot size)
- (b) What other zones lie within 500 ft.? None
- (c) Is a pending sale or lease subject to ZBA approval of this application? Yes
- (d) When was property purchased by present owner? 6/26/80
- (e) Has property been subdivided previously? n/a
- (f) Has property been subject of variance previously? n/a
If so, when? -
- (g) Has an Order to Remedy Violation been issued against the property by the Building/Zoning Inspector? Yes
- (h) Is there any outside storage at the property now or is any proposed? Describe in detail: n/a

IV. Use Variance. n/a

- (a) Use Variance requested from New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____, to allow:
(Describe proposal) _____

n/a

(b) The legal standard for a "use" variance is unnecessary hardship. Describe why you feel unnecessary hardship will result unless the use variance is granted. Also set forth any efforts you have made to alleviate the hardship other than this application.

(c) ^{n/a} Applicant must fill out and file a Short Environmental Assessment Form (SEQR) with this application.

(d) The property in question is located in or within 500 ft. of a County Agricultural District: Yes No x.

If the answer is Yes, an agricultural data statement must be submitted along with the application as well as the names of all property owners within the Agricultural District referred to. You may request this list from the Assessor's Office.

V. Area variance:

(a) Area variance requested from New Windsor Zoning Local Law, Section 48-12, Table of Use/Bulk Regs., Col. I.

<u>Requirements</u>		<u>Proposed or Available</u>	<u>Variance Request</u>
Min. Lot Area	40,000 s.f.	132,858 s.f.	-
Min. Lot Width	200 ft.	355 ft.	-
Reqd. Front Yd.	60 ft.	60 ft. *(1)	-
Reqd. Side Yd.	30 ft.	42 ft.	-
Reqd. Total side yd.	70 ft.	94 ft.	-
Reqd. Rear Yd.	30 ft.	30 ft. *(2)	-
Reqd. Street Frontage*	n/a	n/a	-
JiffyLube: Max. Bldg. Hgt.	4"/ft.=14.0 ft.	18.0 ft.	4.0 ft.
Bldg. #2:	4"/ft.=10.0 ft.	18.0 ft.	8.0 ft.
Min. Floor Area*	n/a	n/a	-
Dev. Coverage*	n/a %	n/a %	- %
Floor Area Ratio**	0.5	0.173	-
Parking Area	129	133	-

*(1) Bldg. No. 1

*(2) Bldg. No. 2

* Residential Districts only

** No-residential districts only

(b) In making its determination, the ZBA shall take into consideration, among other aspects, the benefit to the applicant if the variance is granted as weighed against the detriment to the health, safety and welfare of the neighborhood or community by such grant. Also, whether an undesirable change will be produced in the character of the neighborhood or a detriment to nearby properties will be created by the granting of the area variance; (2) whether the benefit sought by the applicant can be achieved by some other method feasible for the applicant to pursue other than an area variance; (3)

whether the requested area variance is substantial; (4) whether the proposed variance will have an adverse effect or impact on the physical or environmental conditions in the neighborhood or district; and (5) whether the alleged difficulty was self-created.

Describe why you believe the ZBA should grant your application for an area variance:

Applicant proposes development of the parcels in two (2) phases. After razing of two buildings which remain on site, Applicant proposes to construct project in two phases: Phase #1 will consist of a Jiffy Lube operation and a retail building which will house Blockbuster Video. The site at the present time is an eyesore. Certain buildings on the site at the present time have been condemned. The parking (continued on Schedule attached hereto)
(You may attach additional paperwork if more space is needed)

VI. Sign Variance:

(a) Variance requested from New Windsor Zoning Local Law, Section 48-12, Table of Use/Bulk Regs., Col. N.

	<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Freestanding: Sign 1	<u>40 s.f.</u>	<u>140.24 s.f.</u>	<u>100.24 s.f.</u>
Wall: Sign 2	<u>One</u>	<u>Three</u>	<u>Two</u>
Sign 3	<u></u>	<u></u>	<u></u>
Sign 4	<u></u>	<u></u>	<u></u>
TOTAL ALL SIGNS:	<u>20 s.f.</u>	<u>105.75 s.f.</u>	<u>85.75 s.f.</u>

(b) Describe in detail the sign(s) for which you seek a variance, and set forth your reasons for requiring extra or over size signs.

Applicant requests one (1) free-standing, double-faced sign 140.24 s.f. in size plus three wall signs of 3 x 11.9 ft. each.

(c) What is total area in square feet of all signs on premises including signs on windows, face of building, and free-standing signs?

Freestanding sign: 140.24, plus 105.75 s.f. for wall signs for a total of 245.99 s.f. of signage.

VII. Interpretation. n/a

(a) Interpretation requested of New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____.

(b) Describe in detail the proposal before the Board:

VIII. Additional comments:

(a) Describe any conditions or safeguards you offer to ensure that the quality of the zone and neighboring zones is maintained or

upgraded and that the intent and spirit of the New Windsor Zoning is fostered. (Trees, landscaping, curbs, lighting, paving, fencing, screening, sign limitations, utilities, drainage.)

(See attached schedule and plans for details)

IX. Attachments required:

- ☒ Copy of referral from Bldg./Zoning Insp. or Planning Bd.
- ☒ Copy of tax map showing adjacent properties.
- ☒ Copy of contract of sale, lease or franchise agreement.
- ☐ Copy of deed and title policy.
- ☒ Copy(ies) of site plan or survey showing the size and location of the lot, the location of all buildings, facilities, utilities, access drives, parking areas, trees, landscaping, fencing, screening, signs, curbs, paving and streets within 200 ft. of the lot in question.
- ☒ Copy(ies) of sign(s) with dimensions and location.
- ☒ Two (2) checks, one in the amount of \$150.00 and the second check in the amount of \$292.00, each payable to the TOWN OF NEW WINDSOR.
- ☒ Photographs of existing premises from several angles.

X. Affidavit.

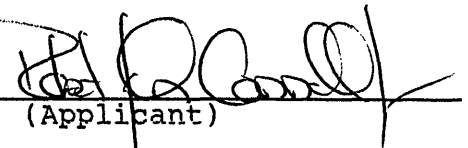
Date: May 10, 1994

STATE OF NEW YORK)

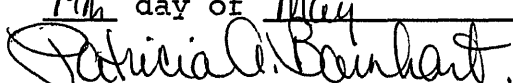
) SS.:

COUNTY OF ORANGE)

The undersigned applicant, being duly sworn, deposes and states that the information, statements and representations contained in this application are true and accurate to the best of his/her knowledge or to the best of his/or information and belief. The applicant further understands and agrees that the Zoning Board of Appeals may take action to rescind any variance granted if the conditions or situation presented herein are materially changed.

x 
(Applicant)

Sworn to before me this

19th day of May, 1994.

Patricia A. Barnhart

XI. ZBA Action:

PATRICIA A. BARNHART
Notary Public, State of New York
No. 01BA4904434
Qualified in Orange County
Commission Expires August 31, 1995.

(a) Public Hearing date: _____

(b) Variance: Granted (___) Denied (___)

(c) Restrictions or conditions: _____

_____.

NOTE: A FORMAL DECISION WILL FOLLOW UPON RECEIPT OF THE PUBLIC HEARING MINUTES WHICH WILL BE ADOPTED BY RESOLUTION OF ZONING BOARD OF APPEALS AT A LATER DATE.

(ZBA DISK#7-080991.AP)

Schedule attached to Application #94-14 - KORNGOLD

which has been the subject of controversy for more than a decade due to its deteriorating condition, will be completely renovated and resurfaced to accommodate the new construction. Applicant also believes that the granting of the variances sought will reduce the clutter and disarray in this area of town and will promote harmony to an area which has suffered economically in the past due to the deteriorating condition. Applicant can state with a reasonable degree of certainty that if they were forced to scale down the height of the proposed structures and the sign logos in order to conform to the regulations, it would not be feasible or economical for Applicant to proceed with this project.

Applicant also seeks 100.24 s.f. sign variance for one (1) free-standing, double-faced sign, plus 85.75 s.f. sign variance for three (3) wall signs in order to identify the commercial businesses which will be relatively new to the Town of New Windsor. The requirement in this zone for signs is 40 s.f. for free-standing and 20 s.f. for wall signs, thereby causing the applicant to seek a total of 185.75 s.f. sign variance, plus a variance for two extra wall signs where only one is permitted. The signs are relatively small in comparison to the size of the structure, are unobtrusive and will not interfere with sight distances for vehicles traveling along the adjacent highways.

It is the opinion of the Applicant that the proposal before the Board will benefit the neighborhood and community and will not be a detriment to the health, safety and welfare of the neighborhood or community.

The requested height and sign variances will not result in substantial detriment to the adjoining properties or change the character of the neighborhood. To the contrary, the proposed buildings will eliminate a deteriorating group of stores and decrepit parking area which may have been the cause of a downgrade in one of the most popular commercial shopping areas of town.

Applicant believes that the proposal before the Board will not have an adverse effect or impact on the physical or environmental conditions in the neighborhood or district since it will upgrade and clean up an area which has been severely deteriorating for many years.

Applicant believes that the requested area and sign variances are not substantial.

Applicant knows of no other feasible method available to pursue which can produce the necessary results other than the variance procedure.

When considering the proposal before the Board it should be noted that the difficulty is partially self-created but that the sale of the property to the prospective purchasers will alleviate this difficulty and allow the creation of a brighter future for this area of New Windsor.

The requested variances will produce no effect on the population density on governmental facilities.

The interest of justice would be served by allowing the granting of the requested variances.

For the above reasons, Applicant believes that the granting of the height and sign variances requested for the proposed structures will be advantageous to the town.

5/23/94 Public Hearing: Kornzold/mcBlaunders #94-14

Name: E.C. Tanner Address: 815 Blooming Grove Ter
New Windsor
416 Rt 32
Vails Gate NY
D.J. McGlynn
S. Primavera 416 Rt 32 Vails Gate

KORNGOLD/M.C. & B. PARTNERS

MR. NUGENT: Request for 4.0 ft. (Jiffy Lube) and 8.0 ft. (building #2) maximum building height variances and sign variances in order to construct two buildings on property located on the east side of NYS Route 300 in C zone.

Gregory Shaw, P.E. of Shaw Engineering appeared before the board for this proposal, along with John Connell and Jim Bannon.

MR. SHAW: Mr. Connell and Mr. Bannon are the applicants. All right, now we are here before you tonight for some building height variances and also some signage variances. Maybe I ought to just take a second to describe the site for any board member for anyone in the public who's not familiar with it. It's approximately 3 acre parcel which is situated at the intersection of New York State Route 32, Route 300 and Old Temple Hill Road. It's three acres and it is in the C zone. We are proposing construction of 3 buildings. Building number one designated on the plan before you will be for Blockbuster Video. The second building will be for Jiffy Lube and the third building designated as retail building number 3 will represent approximately 15,000 square feet of retail space. I may point out that this project is going to be developed in phases. The initial phase will be Blockbuster Video, general retail building one, and Jiffy Lube. And with the construction of those two buildings, the structure which is presently on the site and closest to Old Temple Hill Road will be demolished. Also, the structure which houses the Chinese food restaurant and Covallo's Restaurant will be demolished, not entirely, though, Covallo's and a portion immediately behind it will remain, their lease does not expire till 1995. But the bulk of the building will be demolished and the only part left standing is that portion of the building where the leases are still in effect. What we are asking for are two height variances. If you look at the zoning schedule with respect to Jiffy Lube, that building is approximately 42 feet from the nearest lot line. We are allowed a building height of 14 feet. We're requesting 18 feet

for a 46 foot variance. Retail building number 2, again the future building, we have a minimum distance to the lot line of 30 feet, allowing us a building height of ten feet. Again, we're proposing 18 feet for a variance of eight feet. And the third building retail one does not need a variance. With respect to the signage--

MR. KRIEGER: Third building you mean retail 3?

MR. SHAW: No, the plan doesn't designate as retail 3.

MR. HOGAN: He designated it as 3 here.

MR. TORLEY: Retail building number 2 which is what you're planning is in the second phase of the development.

MR. SHAW: Correct.

MR. TORLEY: You're requesting sign variances, in other words, you're agreeing that you will abide by all the sign codes when the building is put up?

MR. SHAW: Or we'll have to come back to this board.

MR. TORLEY: You're saying that you will agree to all the sign variances?

MR. SHAW: That is exactly what I said. With respect to the signage, the zoning ordinance permits one wall sign, we're requesting a total of 3. And I believe information was submitted to the board with exactly what the signage looks like, that will be for the Jiffy Lube operation. We're allowed a total of 20 square feet of signage, we're requesting 105.75 square feet over the 3 signs for a variance request of 85.75 feet and finally we're allowed one freestanding sign of 40 square feet. We're proposing a sign of 140.24 square feet resulting in a variance of 124 square feet.

MR. NUGENT: First ones that you just mentioned, they are to be attached to the building of Jiffy Lube?

MR. CONNELL: Yes, on three sides, we have pictures.

MR. HOGAN: Where is the freestanding sign, Greg?

MR. NUGENT: We didn't get to that.

MR. HOGAN: I know but I want to know where that is.

MR. SHAW: Again, this Jiffy Lube will be placed on three walls?

MR. KRIEGER: The signs on the walls won't project over the or outside the dimensions of the wall?

MR. SHAW: No, no, this is the sign that we're talking about.

MR. NUGENT: Are those signs lit?

MR. CONNELL: Yes, they are.

MR. NUGENT: Internally?

MR. CONNELL: Yes.

MR. BABCOCK: Where is the freestanding sign, Greg?

MR. SHAW: It's going to be in one of these two islands.

MR. TORLEY: Would you please--

MR. SHAW: The plan should have been updated, it wasn't, it will be in one of these two islands on the entrance off 300.

MS. BARNHART: Is this the actual building?

MR. SHAW: Very close to it. There might be some slight architectural modifications but for the most part, that is what's going to be constructed.

MR. TORLEY: Now, looking at the bulk section, Column N numeral 6, for businesses fronting on more than one street, one indirectly illuminated sign may be located. Are you saying this structure faces more than one

street?

MR. SHAW: I believe the way the variance is written up, the denial, is that we were allowed one freestanding.

MR. TORLEY: So you are saying this only faces one street?

MR. BABCOCK: That is correct.

MR. NUGENT: Freestanding.

MR. TORLEY: I want to make sure we're talking about facing one street.

MR. BABCOCK: It might be a gray area, you might consider that but--

MR. LANGANKE: Not with the building still standing.

MR. NUGENT: Well, that is only for another year.

MR. SHAW: You may see it if you are traveling in a northerly direction.

MR. NUGENT: Three sides you want to put it on is this one, this one and this one?

MR. SHAW: Correct.

MR. TORLEY: Would you care to speak why you feel you need three signs on the facade?

MR. CONNELL: Well, I think that we certainly would like to advertise on all three sides of the building.

MR. NUGENT: I have to agree with Larry for the first time in a while that I'm not sure this one and this one maybe yeah, but I'm not sure that that one is necessary cause you're going to have this one here or here, whichever the case may be.

MR. TORLEY: Anybody coming in that entrance will see the sign on this side.

MR. NUGENT: Well, that is definitely large, large large.

MR. LANGANKE: Weren't we just, are we just talking about the signs on the building?

MR. NUGENT: Yeah, what I am saying is I made--

MR. TORLEY: He's talking about the freestanding sign will be off 300.

MR. LANGANKE: We're talking about the three signs on the building.

MR. NUGENT: I'm saying that the third one is not necessary because of the large sign.

MR. LANGANKE: He doesn't have a large one yet.

MR. NUGENT: He is going to have a sign there some time.

MR. TORLEY: He's entitled to a sign.

MR. CONNELL: You have got a blank wall and I'd like to kind of break that up, you know, I can show you profiles of the building plan but it's really a plain Jane.

MR. TORLEY: Which is the entrance of the cars.

MR. CONNELL: This is the front view of the building, cars come around here and go up here so we have some cars here and they pull out and come out of the office, get in the car and drive away.

MR. LANGANKE: I'm looking at this sign. I find nothing offensive about that sign. I think it blends into the building. I find nothing wrong with it, with the three sides that he is requesting, just looking at the signs on the building.

MR. NUGENT: What are we looking at for a total?

MR. KANE: It's 85.75 square foot variance on the signs on the wall.

MR. NUGENT: Are the signs that you are proposing via these photographs, are they, I'm not sure exactly how to phrase it, are they a company logo that is used on every single Jiffy Lube?

MR. CONNELL: Well, if you, see the sign package, there are a bunch of different signs that are offered, and we have just picked this one because it's just, it's not ostentatious, they offer you big Js that you can put on the side of the building, I'm just interested in something that says here we are but doesn't jump out at you.

MR. LANGANKE: That is why I think that one portrays.

MR. CONNELL: I'm sorry, I should have brought the package, this just shows what we're asking for.

MR. TORLEY: One of the other ones is basically just a logo style J.

MR. KANE: I think it's on one of the pictures on the side.

MR. CONNELL: What we're asking for is what we have on all ours.

MR. SHAW: That would be a freestanding.

MR. TORLEY: It's on the wall.

MR. SHAW: It's on the wall but it's not what we're proposing for the wall, am I correct?

MR. TORLEY: I believe my colleague was asking if this was some requirement for a particular style sign?

MR. CONNELL: This is what they've asked that we use.

MR. NUGENT: Three foot high by 11 foot according to this.

MR. CONNELL: This is the front of the building, this is the back of the building. This is the front of the building and these are the sides.

MR. LANGANKE: These are 3 foot by 11.

MR. CONNELL: These might be something different, these are not the same signs as what I am saying. This is what they asked for on the prints. We have gone and said that is not what we want. We'd like something smaller and just place it in the middle of the building, middle of the building on the three sides. I don't want to put a whole lot of signs across the front.

MR. KANE: Similar to what's in the picture.

MR. CONNELL: Exactly, the building is exact except that it doesn't have this fascia.

MR. NUGENT: How long is this building, what's the overall length?

MR. CONNELL: I think it's 58 feet.

MR. SHAW: 59 by 35.

MR. NUGENT: And you'll have a 12 foot sign?

MR. TORLEY: Three of them.

MR. CONNELL: As I said once again the sides, it's nothing to look at so it's just to kind of dress, break the monotony of the block, you know, if there were windows here or there was something, I'd say gee, at least then it's not just a plain Jane, there's a little something there.

MR. TORLEY: Acknowledging that we're dealing with the code as it stands now, the potential future code which is under discussion by the Town Board if it goes forward as it is now, how much of a variance would they be talking about over that?

MR. BABCOCK: The freestanding sign, the new ordinance

is going to allow 64 square feet.

MR. TORLEY: They are asking for?

MR. BABCOCK: 140.24.

MR. TORLEY: Then the wall signs?

MR. BABCOCK: Wall signs would be 2 1/2 foot by ten foot for this particular project cause it's not more than 300 feet from the road so it would be 20 plus six times it would be 25 square feet.

MR. TORLEY: Be permitted and they are requesting?

MR. BABCOCK: They are requesting 105 cause they are requesting three sides.

MR. KANE: So they are asking for an 80 square foot variance?

MR. TORLEY: Well, they are asking for 300 percent variance, they are allowed 20.

MR. NUGENT: The other one would not be as substantial.

MR. TORLEY: 60 to 140, 64 to 140.

MR. NUGENT: That is 80, it's large, it's over double.

MR. TORLEY: That is how I was considering it.

MR. HOGAN: Can I ask our attorney a question? We have been given some specifications. Do you have the same one that I do?

MR. BABCOCK: Yes.

MR. HOGAN: They have apparently various sign sizes et cetera. I, for one have to go on the record that I am totally, I mean I'm just abhorred by this freestanding sign. I'm going to go on the record right away and I have no problem at all with building signs.

MR. LANGANKE: That is what we're reaching a consensus

over here.

MR. HOGAN: My question would be the applicant's before us for both of these variances in one application.

MR. TORLEY: We don't have to make it one motion.

MR. HOGAN: My question would be would the applicant like to vary his request, can we do that?

MR. TORLEY: We can split it up, we can grant whatever variances we want.

MR. KRIEGER: The answer is yes, we can, you cannot require it but--

MR. LANGANKE: We're having a problem with the freestanding sign.

MR. CONNELL: I can hear that.

MR. TORLEY: Building signs are very large, you're asking for very considerable variances over the code.

MR. LANGANKE: Except that our code is quite restrictive, it appears, because everybody comes in with comperable requests so it's not that unusual.

MR. TORLEY: But it is our code and even with the new code they are asking for very substantial variances.

MR. KANE: But the look of those signs on that particular building it's not offensive.

MR. TORLEY: They are very nice, I have no objection to the signs per se. My question is the number.

MR. CONNELL: We don't want it to be offensive.

MR. TORLEY: Third sign bugs me, why do you need three as opposed to just two? It's the third sign that I am concerned about. People are going to find their way to your building if they see the other signs.

MR. CONNELL: Well, could you--

MR. NUGENT: They make smaller ones too, guys.

MR. CONNELL: Could you live with a J on these two sides and the America's Favorite Oil Change on the front, with the J being small J, I don't have, this isn't the entire packet, okay.

MR. TORLEY: I have a lot worse feelings about the J as a freestanding sign than as a logo on the side of the building versus a freestanding sign. We have had like the Exxon station, it's a logo on the side of the building, it's not a freestanding sign.

MR. LANGANKE: This company apparently has more options than a lot of the other national companies but why should they be penalized because they have more options? If he would have come in here and said this is all we have, would that make a difference?

MR. TORLEY: No, because our code still is our code.

MR. LANGANKE: Well, we have taken that into consideration when a national sign has said this is the only sign we have now because they have more options, doesn't mean that you know they should be held against them. I personally do not have a problem with those three signs on the end of the building.

MR. TORLEY: Considering, however, that one of the things they must make is economic hardship and if the corporation has a series of various signs some of which meets our requirements.

MR. KRIEGER: It's an area variance.

MR. TORLEY: There's no economic hardship?

MR. KRIEGER: No.

MR. LANGANKE: These are businessmen that want to advertise their business.

MR. SHAW: Is it possible to poll the board to try to find some middle ground? The wall signs, the three

stay as presented on this photo and we would possibly amend our application for this less than, nothing on the wall but just the J and according to the forms, eight foot shaped logo sign, sign area only 32.8 square feet.

MR. TORLEY: As your freestanding sign?

MR. CONNELL: I misunderstood, I'd like to have a reader board because that is where we advertise when we have a special or something.

MR. NUGENT: They also have a 6 foot logo sign.

MR. CONNELL: We'd be happy to go with a 6 foot.

MR. NUGENT: I'm not real familiar with it but they also have smaller signs for the building.

MR. TORLEY: Corporation also has the logo for facade signs.

MR. BABCOCK: Mr. Chairman, I didn't know until tonight what the location of the sign is and the ordinance says it has to be 15 feet from a property line and maximum 15 foot high, so I would assume that they are going to need some relief from those two sections of the code also. It appears to be about 24 foot high.

MR. NUGENT: I'm just getting at that, Michael, they make smaller ones.

MR. TORLEY: Are we talking facade or freestanding?

MR. NUGENT: Take your pick.

MR. TORLEY: I would suggest we finish facade signs.

MR. LANGANKE: I like it.

MR. TORLEY: I would personally prefer to see only 2 rather than 3 because we're talking about a substantial increase over our code, even though the newer, more generous code but as far as the--

MR. NUGENT: What one are they talking about?

MR. TORLEY: Building signs. You don't have to agree with me but I definitely, like you have got a very attractive looking sign, it's not garish, just question of the total size we're talking about because we're supposedly we should be reflecting on the Town Board's wishes on this and what we're considering what's a reasonable variance from it and to my mind, 300 percent is not a reasonable variance.

MR. SHAW: Is it possible to take this in pieces and maybe poll the board?

MR. NUGENT: What we're trying to do is get a consensus of what they really want and as far as I'm concerned, that doesn't bother me at all. The ones on the two ends we can maybe go with a smaller unit as the gentleman expressed, they have a 6 foot wall mount sign which is only 18 square feet.

MR. TORLEY: Just the logo.

MR. NUGENT: I'm just giving you some ideas, there are other options.

MR. TORLEY: What do you feel like of the J sign on the building? It's not freestanding.

MR. CONNELL: It's fine with me. It's more aesthetic than anything else as far as I'm concerned I want people to know that that is our building, whatever angle they look at it from. And if you were running that business, you'd want the same thing.

MR. TORLEY: Of course.

MR. CONNELL: We're spending a lot of money here and I'd like to get as much visibility as I can.

MR. HOGAN: Greg is asking us to deal in parts. We have yet to deal with the public. So, if necessary, I would make a motion that we hear from the public on all facets of the application first.

MR. NUGENT: Is that agreeable?

MR. KANE: That probably sounds prudent.

MR. NUGENT: At this particular time, we'd like to open it up to the public for any comments that you have. Try not to be repetitious.

MR. JOSEPH PRIMAVERA: The only questions we had actually maybe not the Zoning Board problem, might be Planning Board but I'm worried about right-of-way and a few other things like this so maybe we can discuss it after or something.

MR. CONNELL: I was going to call you last week and I didn't get a chance to.

MR. SHAW: We're familiar with Mr. Primavera's situation. He has a lot with a building and ten foot right-of-way on our property, on our property access to the back, and I believe he's correct when it is a Planning Board issue. I believe his concern is that he has deliveries to the back and even though he does have ten foot, if we were to continue to reserve him that strip, is that in his best interest and in our best interest? Hopefully, there's going to be middle ground and we need an opportunity to sit down and talk to him about possibly abolishing the ten foot wide right-of-way and let him access the back of his property through our new curb entrance on Route 32. But again, we have to talk to him about it and also that was an issue that the Planning Board brought up.

MR. TORLEY: Whether or not you have sufficient lot area size and any right-of-way is not--

MR. NUGENT: We don't have a problem with that. You do whatever you need to do with Mr. Primavera.

MR. PRIMAVERA: That is all we really had.

MR. NUGENT: Is the only comment you had?

MR. PRIMAVERA: That and the grading but that is not your problem either.

MR. NUGENT: Okay, at this time, I'll close the public hearing.

MR. HOGAN: Where does your right-of-way run?

MR. PRIMAVERA: Right alongside the building. Actually, we have reasonable access to 300 right through your property.

MR. TORLEY: You think the applicant will be discussing this?

MR. PRIMAVERA: Right.

MR. TORLEY: And you have otherwise no objection to this?

MR. PRIMAVERA: Signs and the building, no.

MR. LANGANKE: As a businessman, you have heard our discussion, what do you think about the request on the applicant's part for three signs?

MR. PRIMAVERA: I didn't hear it all but I don't see any problem with the signs.

MR. TORLEY: Mr. Tanner, do you have anything you'd like to add?

MR. TANNER: No.

MR. KRIEGER: Mr. Primavera, do you think that these signs, if they were approved, would be in line with the existing conditions in the neighborhood or that it would change?

MR. PRIMAVERA: Well, it's probably not much different than Monro that just built their building.

MR. KRIEGER: So you don't think it would be a detriment to the neighborhood?

MR. PRIMAVERA: If it's similar to this.

MR. KRIEGER: Just assuming for argument's sake the application is granted and for the record, how long have you had your store there?

MR. PRIMAVERA: 45 years.

MR. KRIEGER: So you don't think it would have any adverse impact on the neighborhood or effect any kind of change or a detriment?

MR. PRIMAVERA: I don't believe so. There's plenty of signs there now. I don't think it makes much difference.

MR. KRIEGER: For the record, Mr. Tanner, you have a business in the area, not immediately adjacent, but in the area, do you feel differently than Mr. Primavera or substantially the same?

MR. TANNER: Substantially the same. I have concerns sometimes about freestanding signs being overly large, you haven't got to that one yet.

MR. KRIEGER: I'm more interested at this point in whether or not you think an undesirable change will occur to that neighborhood or detriment or it would substantially adversely impact that neighborhood, bearing in mind that of course it's different, it's close to your business but it's a different standard, different location.

MR. TANNER: It's an improvement over what's there, that is all I can say.

MR. PRIMAVERA: Old Schoonmaker building is like a death trap right now.

MR. KRIEGER: It would not create in your view another problem?

MR. TANNER: No.

MR. PRIMAVERA: No.

MR. KRIEGER: Thank you.

MR. LANGANKE: What is your pleasure, Mr. Chairman?

MR. NUGENT: You can tell me what you want to do. Is there anyone else who has anything else to add from the public at this time? I'd like to close the public hearing and open it back to my board.

MR. HOGAN: Question on Mike's statement we're not sure based on this drawing where this freestanding sign is going. Do we need a variance on the height or the distance from the property line?

MR. TORLEY: If they haven't requested it, they don't have it.

MR. SHAW: We'll have it before the night's out.

MR. TORLEY: Real soon, I hope.

MR. SHAW: In about 60 seconds.

MR. NUGENT: The other thing that I was discussing with Larry now I'm only going on the wall sign now, they are asking for a variance of 85.75 square feet, if we asked them to change that to one Jiffy Lube sign in the front of the building?

MR. HOGAN: Being what?

MR. NUGENT: Facing 300 with a total of 35.25 square feet and then on the end, a 6 foot wall mount logo sign all right which has total area of 19 square feet.

MR. KANE: For both?

MR. NUGENT: Each so that's 38 and 35 is 73 which is substantially less than 156 plus you take off the other 20, now you're looking for a variance of only 50 square feet.

MR. TORLEY: Still would allow you, cause as you said, you have broken up a solid brick wall with something that is at least your corporate logo but it does get closer to the code.

MR. HOGAN: Just for the record, if Mike could again speak to the board is currently considering a law that increases the available signage and currently they are intending to pass this law shortly, they've taken a while to do it but they are intending to pass it and I would like to know what the variances above and beyond what the intended statutes would be?

MR. NUGENT: Increases our minimum to 5 square foot.

MR. BABCOCK: It would be 60 square feet on the freestanding sign, today it's 40, so that gives him another 24 square feet. So it would be 86. They are asking for 500 foot now, 10.24 right now is what they've told me they wanted, okay.

MR. KANE: Was 104 total?

MR. BABCOCK: 100 square foot total freestanding sign variance, that is what they are looking for, their sign is 140 square feet.

MR. KANE: I was talking about the wall signs.

MR. BABCOCK: Let's take the freestanding signs, since it's first on the thing. Freestanding sign today they are allowed 40, with the new ordinance in effect, they'd be allowed 64, so they would be allowed another 24 square feet with the new ordinance. They would still need a variance of 76 feet, even at the new sign ordinance for the freestanding sign. The other thing about the new ordinance for the freestanding sign, it can be located anywhere on your property. So they wouldn't need a variance for the setback. The 15 foot height we haven't even discussed yet, I'm not sure what the height of the sign is, once we find that out, we'll possibly need that. The wall sign is going to increase to 25 square feet and they would need an 80 square foot variance on the new ordinance.

MR. TORLEY: As the Chairman earlier spoke, you have your Jiffy Lube sign on the front and corporate logo on the sides, which is going to make the aesthetics look better and much closer to the code requirements. Is

that acceptable to you cause otherwise, you're asking for quite a lot. You may well get the three positive votes you need as it stands but I'd feel happier with something closer to the code than a 300 percent variance. It's up to you.

MR. CONNELL: To be honest with you, I haven't given it any thought because. We've always gone in and applied for these signs and have never ever had a problem so I hate to put you off but I just haven't given it a lot of thought.

MR. TORLEY: I've got no problem with any of the building height, that is fine.

MR. KANE: I don't have a problem with the wall signs.

MR. LANGANKE: Why don't we bring that to the floor, make a motion on the three wall signs.

MR. KANE: Can we move?

MR. HOGAN: Prior the that, can I ask a question? This sign, does this sign move at all?

MR. CONNELL: No.

MR. KANE: We're going to take care of the wall signs.

MR. NUGENT: We're going to do the variance first, wall signs second and the freestanding signs third.

MR. LANGANKE: Fine.

MR. TORLEY: Have we spoke about the height variance requirements?

MS. BARHNART: Not much.

MR. SHAW: We got sidetracked. What I'd like to do is just touch base, introduce into the record that which is in the application, if I can just read it, it touches on all the necessary points. It is our opinion that the proposal before this board will benefit the community and not be a detriment to health, safety and

welfare of the neighborhood or community. The requested height and sign variances will not result in substantial detriment to the adjoining property owners or change in the character of the neighborhood. To the contrary, the proposed building will eliminate a deteriorating group of stores and decrepit parking area which may have attributed to the downgrade of the one of the most popular shopping areas in the Town. The applicants believe that the proposal will not have an adverse impact or effect on the physical or environmental characteristics of the neighborhood or district, since it will upgrade and clean an area which has been severely deteriorating for many years. The applicants know of no other feasible method to pursue which can produce the necessary results other than the variance procedure. While considering the proposal before the board, it should be noted that the difficulty is partially self-created but that the sale of the property to the purchasers will alleviate the difficulty and allow the creation of a brighter future for this area of New Windsor.

MR. TORLEY: I would suggest you don't feel the sign variance requests are substantial?

MR. KRIEGER: Well, that is a matter it's their opinion and it's their opinion but it's the board's opinion which controls. They may or may not agree. What I was going to ask a question with respect to the height and that is how does the 18 foot height, proposed height of these buildings compare with the height of neighboring buildings, disregarding the setback requirement or the method of calculating the height but how does it actually make them substantially higher, approximately the same? I assume they are not going to be substantially lower.

MR. SHAW: In the immediate area, we have Primavera's building. Do you know how tall your building is?

MR. PRIMAVERA: It's at least 18 or more.

MR. SHAW: We have Wendy's, which is a pitched roof, I believe, so which that will be up around 18 feet also. So I don't think that we're going to be creating a

building height excess of what you'd find in the neighborhood.

MR. KRIEGER: Wendy's, is that much taller because it actually sits on a higher piece of ground.

MR. TANNER: Angelo's is a two story building, so that is definitely more than 18.

MR. KANE: I'll make a motion to accept, to approve the height variances.

MR. TORLEY: Second it.

ROLL CALL:

MR. KANE	AYE
MR. LANGANKE	AYE
MR. HOGAN	AYE
MR. TORLEY	AYE
MR. NUGENT	AYE

MR. NUGENT: Now, we go to the wall signs.

MR. TORLEY: We were discussing as the variance request as described here.

MR. NUGENT: Unless they want to change it now.

MR. TORLEY: You get a variance for size and later you decide to make them smaller, you don't have to come back.

MR. NUGENT: You might not get any.

MR. CONNELL: Well, I'm not familiar with the other signs so it is very difficult for me to say gee wiz, we'll compromise here because I'm trying to be honest with you, I don't know what the J looks like, I don't know whether I like the looks of it. I'm very familiar with this sign, if I can have these signs on two sides on the J, the small J on this side.

MR. TORLEY: That would reduce the variance request

just doing that cause I would suggest that you may be close enough you can make a case for the two sides of the corner.

MR. KANE: Just to go on the record saying when it comes down to it, he's improving the area, the signs on the building I don't think are a detriment at all. So we want to make sure that his buildings signs are fine. I don't have a problem with that.

MR. NUGENT: I'll accept a motion on the building signs as written.

MR. HOGAN: I make a motion we accept the building signs as submitted to this board.

MR. LANGANKE: Second it.

ROLL CALL:

MR. KANE	AYE
MR. LANGANKE	AYE
MR. HOGAN	AYE
MR. TORLEY	NO
MR. NUGENT	NO

MR. SHAW: Last outstanding item which is the freestanding sign you asked for some dimensions, Michael, what we're proposing is a total sign height of 18 feet, 3 feet in excess of what's permitted by zoning for permit, we're permitted total sign height of 15, am I correct?

MR. BABCOCK: That is correct. So they need a variance of 3 feet.

MR. SHAW: What I would suggest or ask a variance for is that we were required to keep the sign back 15 feet from the property line, we're proposing only ten, that is to the edge of the sign, not to the pole which would be a variance of 5 feet. This would be the property line ten feet to the edge of the sign and another three feet for the pole giving us a variance of five feet to the edge of the sign instead of 15 feet, ten feet.

MR. TORLEY: You're sure of the measurement?

MR. SHAW: Yes.

MR. HOGAN: Total sign height off 18?

MR. SHAW: Correct.

MR. NUGENT: Just for clarification, Michael, under the new sign ordinance.

MR. BABCOCK: There would be no setback requirements and the other height is that going to remain the same?

MR. HOGAN: Where was this taken again, sir?

MR. BABCOCK: 15 feet is going to be the new ordinance also.

MR. NUGENT: That is what it is now so we do need that one.

MR. BABCOCK: That is correct.

MR. SHAW: Mr. Chairman, are we set with the variance for the building height and also the setback cause if we are, I'd like to amend our proposal for the freestanding sign in lieu of the, what we're proposing in lieu of the eight foot shaped logo sign with the three foot 7 inch by 8 inch reader board we're proposing in its place a 6 foot shake logo sign with a three foot 7 inch by three foot reader board which will reduce the logo sign from 61.78 square feet.

MR. TORLEY: For one side?

MR. SHAW: One side to 40.72 sign area with reader board and again that is one side.

MR. TORLEY: So instead of being 140 square foot total sign it will be 80 square foot sign?

MR. SHAW: That is correct.

MR. NUGENT: That is correct. This would be 80 less 20

is actually 60.

MR. NUGENT: He's allowed 40 foot, if he reduces the sign to 6 foot, it's 40 square feet on each side which gives him a total of 80 square feet total, less 40 is a 40 foot variance in lieu of 100 foot variance. Are we all right with that?

MR. HOGAN: We're all right with that. I just want to re-emphasize the sign height and the distance that he is asking for, they are asking for five foot variance off the property line, is that correct, and maximum sign height 50 feet. The question for the attorney that includes all sides 15 foot?

MR. KRIEGER: Yes, that includes all of the signs.

MR. BABCOCK: If you notice the signs in the calculations, they've done a square footage of just the sign itself, the J and a calculation if it was squared, I have been using the squared numbers, I have been squaring the sign off so the 40 feet that you are talking about is substantially more when you square it so we're going to do that right now.

MR. SHAW: We've just figured out that the 6 foot shaped logo sign with the reader board squared increases to 42.24 sign area with reader board.

MR. BABCOCK: Per side.

MR. TORLEY: 85 square foot and asking for 45 foot variance, much better than 140 foot. What does that do to the sign height?

MR. NUGENT: Does it reduce it?

MR. SHAW: No, I based it upon the smaller sign. Remember I said I needed 60 seconds. That is what I needed it for.

MR. CONNELL: We'd like to have the reader board up high enough so the kids can't get up and take the letters off.

MR. TORLEY: If you were going with the original request, how high would the sign have been?

MR. SHAW: I don't have the answer.

MR. TORLEY: Higher than the 18 feet.

MR. SHAW: It would have been higher.

MR. BABCOCK: This is now 6, it was 8. This is now 4, and it was 4, the depth hasn't changed. So it's a factor of two feet, this gives us eight feet from the ground surface to the underside of the sign.

MR. NUGENT: Does everybody understand what they've done, Michael, are you okay with the changes?

MR. BABCOCK: Yes.

MR. TORLEY: Would you like a motion on the subject?

MR. NUGENT: Okay.

MR. TORLEY: I move we grant the sign variances specifically that of the freestanding sign of a variance of 45 square foot area variance, five feet setback variance, three foot height variance for the freestanding sign, that is my motion.

MR. KANE: Second it.

ROLL CALL:

MR. KANE	AYE
MR. LANGANKE	AYE
MR. HOGAN	AYE
MR. TORLEY	AYE
MR. NUGENT	AYE

MR. TORLEY: I do have one question, this is a nice bypass for all the traffic lights there.

MR. SHAW: We thought about it and it may or may not be anybody wanting to bypass this light, it's to get on 300, am I correct, or cross the street to Waldbaum's,

if you are coming in this direction, why wouldn't you just scoot over Old Temple Hill Road to catch 300. If you are going to Waldbaum's, that is the reason why we decided to keep the existing entrance offset. These entrances were across the street, you may have an opportunity for someone to buzz right through but with these offset, it would impede traffic for someone to pull out, make a left and right.

MR. TORLEY: Beating traffic worries me, I'm worried about as long as you keep that in mind.

MR. KRIEGER: I don't think that it is the impeding traffic, I think it's discouraging it cause it will take too long.

KORNGOLD/M.C. & B.

MR. NUGENT: Request for 4.0 ft. (Jiffy Lube) and 8.0 ft. (building #2) maximum building height variances in order to construct two (2) buildings on property located on east side of NYS Route 300 (Korngold) in C zone.

Gregory Shaw, P.E. of Shaw Engineering appeared before the board for this proposal.

MR. SHAW: This may be the simplest one before you tonight. As your Chairman mentioned, this is the Korngold property. This site is on, has frontage on Route 300, on Route 32 and also Old Temple Hill Road. Presently their site contains two buildings, a long rectangular building which has Covallo's Restaurant on it which fronts onto Route 32 and another building which fronts on Old Temple Hill Road. The proposal before you tonight is to demolish both of those buildings and basically start from scratch.

MR. TORLEY: Which buildings?

MR. SHAW: Existing buildings. There's one on 32 that is where Covallo's Restaurant is and there's another building on Old Temple Hill Road.

MR. KRIEGER: The buildings, the existing buildings are not depicted on this map. This map is drawn as if those buildings were not there.

MR. TORLEY: You're tearing down Covallo's.

MR. SHAW: Yes, that whole strip. What we're proposing to do is to construct 3 buildings designated on the plan as retail building number one, which is approximately 6,000 square feet, that will be for Blockbuster Video. The second building designated as retail building number 2 is 14,878 square feet and then the final building is the new Jiffy Lube, which is approximately 2,000 square feet. This project will be developed in phases, initially built will be the new Jiffy Lube in retail number one. Going to be approved as such by the Planning Board at least that is our

proposal to the Planning Board. Phase 2 which will consist of retail building number 2 again that is approximately 15,000 square feet. What I have prepared and what has also been reviewed by the building inspector is the zoning schedule and if you look at the building heights, you'll see that we're deficient with respect to two buildings. Again this is a C Zone and the building height is based upon four inches per foot minimum distance to nearest lot line. While retail building number one which it will be for Blockbuster Video is adequate we're deficient with respect to Jiffy Lube. We're allowed based upon 42 foot setback only 14 feet. We're proposing a building height of 18 feet and with respect to retail building number 2, with a 30 foot setback we're only allowed to go ten feet and begin, we're proposing a building height of 18 feet. So again, 2 building height variances, one for four feet and one for eight feet for the site. That is pretty much it in a nutshell. Any questions?

MR. TORLEY: One question I can address this during the public hearing, what about we're required to consider public health and safety and I would express concern about people shortcutting around the traffic lights through here. Have you got any way around?

MR. HOGAN: Building 1, 2 and Jiffy Lube, do they have any particular order in your plans of putting them up?

MR. SHAW: Yes, the first phase will consist of Blockbuster, which is building one and Jiffy Lube. They'll go up immediately. Retail building number 2 will be built, I would say probably within two years. In this economy, no one's going to build a building of this size on spec, they are hoping that once Blockbuster is up, that will be the factor to draw tenants into the future retail building.

MR. LANGANKE: How many stories?

MR. SHAW: Everything is one story.

MR. NUGENT: You're talking about facade and whatever to go on top of the building, you're going to have ceiling height of 18 foot?

MR. BABCOCK: No, building height to the top is 18 feet, very top of the building.

MR. LANGANKE: Why is it so tall if it's only one story?

MR. BABCOCK: Well, commercial building ceiling height is ten foot and you have air conditioning duct work and mansard roof.

MR. NUGENT: Jiffy Lube probably has a national chain that has specs that they have to meet, right?

MR. SHAW: Correct but with respect to the retail building as Mike was saying, you probably have ten feet of clearance, floor to ceiling and two feet of duct work and then you have got your roof framing which would be bar joists which are another two feet, you may have a parapit on the outside which will hold your mansard. So now you're up to 16 and because the architectural plans aren't complete for the building, give us a little factor of safety, we went to 18, you get there pretty quick.

MR. LANGANKE: All right.

MR. TORLEY: And is it your intention that the only variances that you will require will be the height variances and you're not to be back for a dozen sign variances and things like that?

MR. SHAW: Yes, this application will include a sign variance, it's not before you tonight.

MR. HOGAN: That will be for Jiffy Lube and Blockbuster?

MR. SHAW: Yes, it will be for Jiffy Lube and Block Buster, the retail building will not be included in this application for a sign variance. Again, that is going to have to be submitted at a future date, if necessary. But we're going to be submitting a sign variance for the retail and Jiffy Lube and I have a question for Mike, as I look through the sign

ordinance, would this be considered a shopping center, Mike?

MR. BABCOCK: Yes.

MR. LANGANKE: What's the timetable on this?

MR. SHAW: They'd like to get both buildings under construction this summer. My clients own Jiffy Lubes throughout the Hudson Valley and there's a lease which I believe is executed with Block Buster so both of them are for real.

MR. LANGANKE: How about the buildings that are existing, are they under lease?

MR. BABCOCK: They have received demolition permits to tear them down.

MR. LANGANKE: What if you have tenants that have leases?

MR. BABCOCK: That is their problem. There is a couple tenants but there's not a problem there, they've known it for sometime.

MR. TORLEY: Sign variances are not going to be part of this package?

MR. SHAW: Yes, they will be, it's just that I don't have the information for tonight together.

MR. HOGAN: Except for building 2.

MR. LANGANKE: That shouldn't be a surprise, the sign variances, because almost all new projects need them.

MR. NUGENT: What I'd like to propose, Greg, one of the things that we did across the street over on the other side, on your sign variances, I'm talking about if we could get the owners to have some kind of continuity as to the sizes, every one would be equal.

MR. SHAW: On the building or freestanding?

MR. NUGENT: On the building.

MR. SHAW: I thought the zoning limits you to 20 square feet, two foot by ten foot sign.

MR. NUGENT: To do 20 feet, you don't need any variance.

MR. TORLEY: We would like if practical that you get a commonality of style of signs and stuff.

MR. SHAW: Well, Blockbuster has their own signage so that I'm expecting to get in a package very shortly and I believe the same with Jiffy Lube. Where I think that may come into play is with retail building number 2 and that again that is, that is going to be a future application, if we exceed what's permitted in the zone. I'm hoping with Block Buster and Jiffy Lube will make my life easy and be acceptable to this board.

MR. TORLEY: I make a motion we set them up for a public hearing.

MR. KANE: Second it.

ROLL CALL

MR. KANE	AYE
MR. TORLEY	AYE
MR. LANGANKE	AYE
MR. HOGAN	AYE

MR. KRIEGER: When you do the presentation, if you would address those 5 factors here in order to make it a lot easier because those are the factors the Zoning Board has to consider.

MR. SHAW: Understood.

Page 1 of 2. Prelim.
May 9, 1994.

OFFICE OF THE PLANNING BOARD -- TOWN OF NEW WINDSOR
ORANGE COUNTY, NY

94-14

NOTICE OF DISAPPROVAL OF SITE PLAN OR SUBDIVISION APPLICATION

PLANNING BOARD FILE NUMBER: 94-9

DATE: 5-5-94

APPLICANT: M.C. & B PARTNERSHIP
208 MEADOW AVE.
SCRANTON PA 18505

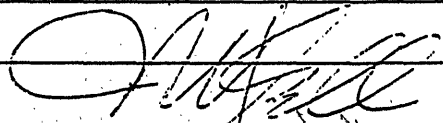
PLEASE TAKE NOTICE THAT YOUR APPLICATION DATED 4-8-94

FOR (~~SUBDIVISION~~) - SITE PLAN)

LOCATED AT THE EAST SIDE OF N.Y.S. RT. 300
300 FT. NORTH OF "FIVE CORNERS" ZONE C

DESCRIPTION OF EXISTING SITE: SEC: 69 BLOCK: 2 LOT: 1, 2 & 12

IS DISAPPROVED ON THE FOLLOWING GROUNDS:



MARK J. EMSWILER, P.E. P.L.E. ENGINEER FOR
MICHAEL BABCOCK,
BUILDING INSPECTOR

<u>REQUIREMENTS</u>		<u>PROPOSED OR AVAILABLE</u>	<u>VARIANCE REQUEST</u>
ZONE	<u>C</u>	USE <u>A-1-B-5</u>	
MIN. LOT AREA	<u>40,000 SF</u>	<u>132,858 SF</u>	<u>—</u>
MIN. LOT WIDTH	<u>200 FT</u>	<u>355 FT</u>	<u>—</u>
REQ'D FRONT YD	<u>60 FT</u>	<u>60 FT</u> ^(*)	<u>—</u>
REQ'D SIDE YD.	<u>30 FT</u>	<u>42 FT</u>	<u>—</u>
REQ'D TOTAL SIDE YD.	<u>70 FT</u>	<u>94 FT</u>	<u>—</u>
REQ'D REAR YD.	<u>30 FT</u>	<u>30 FT</u> ^(*)	<u>—</u>
REQ'D FRONTAGE	<u>N/A</u>	<u>N/A</u>	<u>—</u>
MAX. BLDG. HT. ^{DIFFER LVL} <u>14.0 FT</u>	<u>14.0 FT</u>	<u>18.0 FT</u>	<u>4.0 FT.</u>
^{BLDG NO. 2} <u>10.0 FT</u>	<u>10.0 FT</u>	<u>18.0 FT.</u>	<u>8.0 FT.</u>
FLOOR AREA RATIO	<u>0.5</u>	<u>0.173</u>	<u>—</u>
MIN. LIVABLE AREA	<u>N/A</u>	<u>N/A</u>	<u>—</u>
DEV. COVERAGE	<u>N/A</u> %	<u>N/A</u> %	<u>—</u> %
O/S PARKING SPACES	<u>129 REQD</u>	<u>133</u>	<u>—</u>

APPLICANT IS TO PLEASE CONTACT THE ZONING BOARD SECRETARY AT:
 (914-563-4630) TO MAKE AN APPOINTMENT WITH THE ZONING BOARD
 OF APPEALS. ^(*) BLDG NO. 1 ^(*) BLDG NO. 2

CC: Z.B.A., APPLICANT, P.B. ENGINEER, P.B. FILE

M.C. & B. PARTNERSHIP SITE PLAN (93-41) TOLEMAN ROAD

Gregory Shaw of Shaw Engineering appeared before the board for this proposal.

MR. SHAW: Real quick, I'm looking for rejection of this site plan tonight to allow us to go to the Zoning Board of Appeals, for a building height condition. Real fast, there are three buildings on this site. There will be Jiffy Lube, there will be a building designated as retail building number one that will be a Blockbuster Video and then there will be a future retail building which is designated on this plan as building number 2.

MR. PETRO: Hold up one second please. Where is the site?

MR. SHAW: Former Korngold property, excuse me, it still is Korngold property. It still is the Korngold property. My clients, who are not here tonight, have a contract to purchase that property.

MR. VAN LEEUWEN: He's selling it?

MR. SHAW: Yes.

MR. VAN LEEUWEN: Does this mean we've got a new ball game?

MR. SHAW: Yes.

MR. PETRO: What about is this parcel on the same parcel with the Mike Cavallo's building? Part of that had to come down, I remember very distinctively what we had to do there before any approvals were given.

MR. SHAW: Just to touch on that real fast. Presently, there's two buildings remaining on the site, that is the long rectangular building which Cavallo's restaurant is in. There's a building which goes out to Old Temple Hill Road, okay, this site is going to be developed in two phases. Phase number one will consist of the Jiffy Lube building and the retail building which will be Blockbuster Video. With that Phase 1

approval, the building on Old Temple Hill Road will come down with Phase 1 approval. We're proposing to demolish as much of the Cavallo's low restaurant building as we possibly can without taking down the restaurant. They have a lease till October of 1995. If they intend to stay there my clients have to honor that lease but that portion of the building which does not house Cavallo's restaurant--

MR. PETRO: I think it was down to the Red House, what we were looking for.

MR. VAN LEEUWEN: Red House was just recently condemned.

MR. SHAW: I'll come back to this board with how much has to remain but it would only remain until October of 1995, all right, because again there's this second retail building which we'd like to install and that can't be built until the whole building is taken down in its entirety.

MR. VAN LEEUWEN: I'd like to see the whole thing come down, that has been my wish from the very beginning. And I know we have bent and you're asking us to bend again, something was going to be done. Do you know how long we have been working on this piece of property? I have been on this did board roughly 20 some odd years, it's well over 20 years. I forget to count anymore, I'm getting that old. This thing has been in front of us the last seven years and maybe what we should do is when we do have a tour, let's go look at these buildings so we all know what we're talking about.

MR. LANDER: I think we all know what we're talking about. I have been there so many times.

MR. PETRO: You say in October of '95 it's not too many months, it's going to be October '94, they are not going to be breaking ground within a month or two. You're talking about a five years difference in time.

MR. SHAW: Probably about a year.

MR. PETRO: So maybe you can talk with them. A year

left on the lease so if they state over there by the time they get over there which would be spring or summer of '95 anyway, maybe you can talk with the new owner at that point.

MR. SHAW: Mark has advised us of the board's position in the past with respect to this property and the future owners of this parcel also heard Mark direct when he explained the board's position. He heard Mark loud and clear, I believe that is what he will do is approach them and possibly strike a deal to just clean the slate now and not have to look at the small piece of a building for the next 18 months.

MR. VAN LEEUWEN: The whole site is an eyesore.

MR. DUBALDI: What's going to be done to the space that is going to be retail building number 2 while Phase 1 is being built? Are you going to dump piles of junk there?

MR. SHAW: As the site is going being built, there's going to be a lot of construction material around the site. Once the two buildings are filled, this 14,900 square foot area will be a lawn and only a lawn.

MR. DUBALDI: You're going to do all the parking places in the first phase with the exception of the macadam pavement over to the right?

MR. SHAW: What I may not put in Phase 1 because it's not necessary are these two bands of parking spaces here. We may just have a simple drive going out to Old Temple Hill Road and maybe they'll park in here. We don't need them for those two buildings, zoning doesn't call for them. But we may do it to make our life easier when this building comes on line, we'd like to reserve that kind of flexibility.

MR. DUBALDI: What timeframe are you looking for Phase 3 to be done?

MR. SHAW: This building?

MR. DUBALDI: Five years, ten years?

MR. SHAW: I would say if I had to guess, I would think that this building would be up two years after these two buildings get their C.O.s. That is what I think the timeframe is.

MR. VAN LEEUWEN: In other words, what they are looking to do is put up Jiffy Lube?

MR. SHAW: And Blockbuster.

MR. VAN LEEUWEN: Number 2 or number 1?

MR. SHAW: Number one. You don't put up 15,000 feet of of retail on spec. The numbers don't work in this economy. When you have Jiffy Lube and Blockbuster, it now draws the people which will allow you to go to get the tenants for the other building.

MR. LANDER: You have a good idea for the road to Old Temple Hill Road, you might as well put the parking spaces in now. Don't put the top on cause you're going to, you're probably just going to do the dense binder here and then just put the top all at once. But I think we should have even for yourself, you have to put these curbs in anyway so you might as well just run these parking spaces in here. It's not that many square feet so you have 800 square feet. It's not that much. Cavallo's, you can just bring to there and like you say, just have lawn and now are you going to have the access to the existing parking lot?

MR. SHAW: Correct.

MR. PETRO: Greg and Ron and members of the board, can I make a suggestion? There's 11 items from Mark on this, Greg, you're here because you need to be sent to the Zoning Board?

MR. SHAW: I just want a rejection.

MR. PETRO: We want to know that before we sent anybody to the Zoning Board, we want to look at it, we don't want to waste your time or the Zoning Board. I'm sure that one way or the other this can possibly be worked

out. I don't think there's a problem. You have 11 items to go over with Mark. I also think you should talk with the applicant and the owner, I think the board is really going to be, I know myself for one and I know Mr. Van Leeuwen probably the other members on the removal of the building and I don't think the timeframe 1990, I understand it was a little different than the last time you were here but in 1994 we're almost out of the lease with Mr. Cavallo, who I believe wants to be out of there anyway. So I think that can be worked out. Why don't you check that out, in the meantime we can send you, give this a denial, get some of the these things cleared up. You have 11 items, many of them are very technical. Mark, you want to add anything on the items?

MR. EDSALL: I think it's important that once the applicant obtains variances that the new owner be fully appraised of the number of outstanding items that some of them date back over four years and not necessarily something that Greg has been working on for this long, he's new to the project, but I think Greg with a concerted effort could get a lot of these things resolved. I'd like to see the board acknowledge that we should get those resolved before they come back here.

MR. PETRO: Like the attachment to the municipal parking lot, we don't need to discuss that now.

MR. EDSALL: Not here tonight, I'd like to see as many of these things resolved as possible before they come back.

MR. PETRO: Let's send him to the Zoning Board. Let him resolve as many of these as he can. Let me have it here so we do have a letter in the file that we can move forward, there's no sense in going over this now.

MR. LANDER: Can I just touch on one other thing?

MR. LANDER: Mark, what does the Sewer Department have a problem with?

MR. EDSALL: Looking back through the old file, the

Sewer Department was concerned about the elevations of the buildings relative to the elevations of the existing sewer collection system. And because they were not aware of the building elevations, they could not determine whether the buildings could be sewerred. Evidently, there's some shallow sewers in the area so that was a concern. Again, I attempted to go through the file, there was a lot of outstanding items and my purpose in creating this 4 page list was not to lengthen tonight's discussion but more to help Greg get a list.

MR. PETRO: That can be resolved. He is going to be aware of it if they have to go another 8 inch block to make it work.

MR. SHAW: Mark is correct, I went to the Sewer Department and looked up the records on Sewer District 14 and the 2 manholes that are available to us there's one here and there's one down here and they are only about five feet deep and that is it. The sewer line is across the street. Those are just stubs with a spur across 300 for us.

MR. PETRO: You can't go into a manhole but somewhere along that--

MR. VAN LEEUWEN: Primavera's building, is there any way that you could talk to them people and also include that ten foot right-of-way into your property and put some parking there, okay? Maybe he can create entrance in there somewhere cause he's got quite a ways to go to the parking lot.

MR. SHAW: I realize that to make that happen, you need two parties to agree.

MR. VAN LEEUWEN: Maybe you can go over there and visit him and sit down and discuss it with him.

MR. SHAW: I think my client should do that. Mr. Hildreth who worked on this project before when I posed that question to him I think Bill may have left, he expressed an opinion that they tried it and it didn't work but there's a new face in Town.

MR. VAN LEEUWEN: That is why I mentioned it to you again, there's a new face in Town. Maybe these people are a little different than Mr. Korngold.

MR. SHAW: That makes sense rather than it's an existing ten foot strip.

MR. VAN LEEUWEN: What are you going to do with that, leave it dirt?

MR. LANDER: It's a driveway now.

MR. VAN LEEUWEN: If you include it in the parking lot, it will look a heck of a lot nicer.

MR. EDSALL: That was one of my comments relative to that ten foot area. I'm concerned that if that right-of-way gives them the right to access it for vehicles, we've got a parking lot with a driveway running next to it, terrible design. So the idea being that they should go back and negotiate something that will work for everybody. So again, if there's something we can do to help in those discussions, I'll help.

MR. SHAW: Buy some hardware.

MR. VAN LEEUWEN: I'll be glad to help too. I'd like to make a motion to approve.

MR. DUBALDI: Second it.

MR. KRIEGER: Just going to say number one, on the ten foot right-of-way, if he, and I'm not going to suggest this be a requirement, but if you want at some point you want me to look at that and have any input as to what its effect is and who owns it and what can be done with it and so forth, I'll need a deed to look at as I say I'm not suggesting that that be a requirement, just a suggestion. So that you don't call me up without sending me a deed first because I'll have no idea what you're talking about.

MR. VAN LEEUWEN: Who are the new owners? What are

their names?

MR. SHAW: There's two individuals that I am dealing with, one's name is Jim Millett, M-I-L-L-E-T-T, he's out of Scranton, Pennsylvania and the other gentleman's name is John Connell, and he runs and owns a Jiffy Lube in Middletown and there's a third partner who I've not yet met.

MR. KRIEGER: One other thing not particularly addressed, Mr. Van Leeuwen, are you going to at some point suggest that they ought to include a flag pole in this plan? And if you do, perhaps mentioning it now so they can draw it in as he's making revisions might be helpful.

MR. PETRO: He's got so far to go. Motion has been made and seconded that the New Windsor Planning Board grant approval for the M.C. & B. partnership site plan former Korngold property on Route 32 and 300. Any further discussion from the board members? If not, roll call.

ROLL CALL

MR. VAN LEEUWEN	NO
MR. LANDER	NO
MR. DUBALDI	NO
MR. PETRO	NO

MR. PETRO: Go to the Zoning Board and get the variances required, thank you.

OFFICE OF THE BUILDING INSPECTOR - TOWN OF NEW WINDSOR
ORANGE COUNTY, NY

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

DATE: 5-19-94

APPLICANT: M C + B PARTNERSHIP
208 MEADOW AVE
SCRANTON PA 18505

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATE: 5-5-94

FOR (BUILDING PERMIT): INSTALL THREE WALL SIGNS AND ONE
LOCATED AT: RT 300 FREESTANDING

ZONE: C

DESCRIPTION OF EXISTING SITE: SEC: 69 BLOCK: 2 LOT: 1, 2 + 12

IS DISAPPROVED ON THE FOLLOWING GROUNDS:

1. FREESTANDING SIGN PERMITTED TO BE 40 SQ FT
2. ONE WALL SIGN PERMITTED
3. WALL SIGN PERMITTED TO BE 20 SQ FT
4. _____
5. _____

Michael Bebach
BUILDING INSPECTOR

<u>PERMITTED</u>	<u>PROPOSED OR AVAILABLE</u>	<u>VARIANCE REQUEST</u>
ZONE <u>C</u>	USE <u>A-1 + D-5</u>	
SIGN		
FREESTANDING 40 SQ FT	<u>140.24 SQ FT</u>	<u>100.24 SQ FT</u>
HEIGHT		
WALL SIGNS ONE	<u>THREE</u>	<u>TWO</u>
TOTAL ALL SIGNS 20 SQ FT	<u>105.75 SQ FT</u>	<u>85.75 SQ FT</u>
FEET FROM ANY LOT LINE		

APPLICANT IS TO PLEASE CONTACT THE ZONING BOARD SECRETARY AT
914-563-4630 TO MAKE AN APPOINTMENT WITH THE ZONING BOARD OF
APPEALS.

CC: MEMO, APPLICANT, B.P. FILE

jiffy lube

America's Favorite Oil Change



6' Wall Mount Logo Sign
with 3'x8' Wall Mount Readerboard

SPECIFICATIONS

BUILDING LETTERS/FIXED COPY SIGN

Illuminated/neon letters mounted on a raceway that is also an illuminated panel sign. This unique sign is available in four versions:

1. Red neon letters trimmed in white, with a white raceway panel with slogan, "America's Favorite Oil Change," encased in mahogany brown cabinet.
2. As above except with a white raceway panel with slogan, "14 Point Oil Filter Fluid Service." (Optional by special order.) Encased in mahogany brown cabinet.
3. White neon letters with a white raceway panel with slogan, "America's Favorite Oil Change," in red. (Optional by special order.)
4. As in 3 above except with a white raceway panel with slogan, "14 Point Oil Filter Fluid Service," in red. (Optional by special order.)

DIMENSIONS:	3'x11'9"
SQUARE FOOTAGE:	35.25 (squared) 28.2 (sign area only)
FACES:	.187" white pigmented acrylic letters with red translucent film raceway panel .187" white pigmented acrylic fixed copy strip with mahogany brown screened copy. Red letter faces trimmed with white edge molding.
CABINET:	.050" aluminum sides with .063" aluminum backs, primed and painted mahogany brown. Remove letter faces for access.
ELECTRICAL:	14 total AMPS, 1-20 AMP circuit, 120V with 2 #12 lead wires per section (Jiffy and Lube are separate sections)
INSTALLATION:	1½"x¾" mounting bars with 8¾" diameter mounting bolts

6' WALL MOUNT LOGO SIGN

Single faced, illuminated wall sign in standard and reverse logo versions, ideal for mounting on either side or both sides of the building.

DIMENSIONS:	6'7" x 6'5½"
SQUARE FOOTAGE:	18.9 (sign area only)
FACES:	.125" SG-100 Polycarbonate pan face with ⅝" embossed graphics
DECORATION:	Screened, Flame Red (FR-1-585) and White (FR-1-110)
CABINET:	Extruded aluminum 8" wide with 1" face retainer, primed and painted mahogany. Remove screws from retainer for service.
ELECTRICAL:	3.0 total AMPS, 1-15 AMP circuit, 120V with 2 #12 lead wires
INSTALLATION:	Wall mount with ⅝" diameter bolts

3'7" x 8' WALL MOUNT READERBOARD

Single faced, illuminated with four lines of track. Typical installation is on the arrow point side of the 6' wall mount logo sign.

DIMENSIONS:	3'7" x 8'1⅞"
SQUARE FOOTAGE:	28.98
FACES:	.125" SG-100 Polycarbonate pan face with four lines of zip track
DECORATION:	Screened, white only (FR-1-110)
CABINET:	Extruded aluminum 10" wide, primed and painted mahogany. Face hinged for service.
ELECTRICAL:	3.0 total AMPS, 1-15 AMP circuit
INSTALLATION:	Wall mount with ⅝" diameter bolts

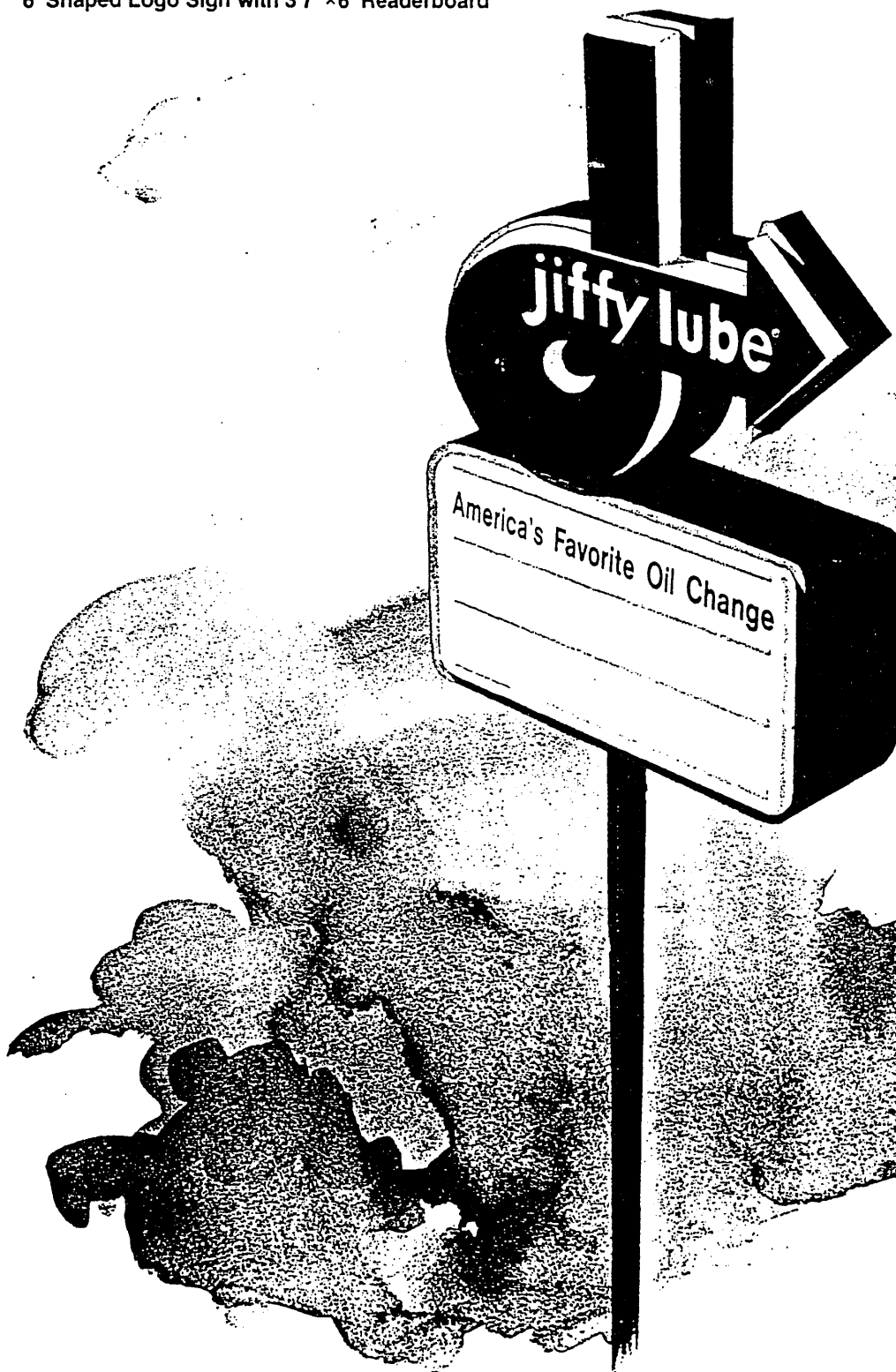
ROADSIDE IDENTIFICATION

ONE

8' Shaped Logo Sign with 3'7"×8' Readerboard

AND

6' Shaped Logo Sign with 3'7"×6' Readerboard



8' SHAPED LOGO SIGN

Double faced, illuminated primary roadside sign normally mounted on 3'x8' readerboard.

DIMENSIONS:	8'6"x8'3" (squared)
SQUARE FOOTAGE:	32.8 (sign area only) 61.78 (sign area with readerboard)
FACES:	.150" SG-100 Polycarbonate left and right pan faces with 5/8" embossed graphics
DECORATION:	Screened, Flame Red (FR-1-585) and White (FR-1-110)
CABINET:	Extruded aluminum 10" wide with 1" face retainer, primed and painted semi-gloss mahogany brown. Remove screws from retainer and lift out face for service.
ELECTRICAL:	6.0 total AMPS, 1-15 AMP circuit, 120V with 2 #12 lead wires
INSTALLATION:	Center pole mount with 1"x3 1/2" bolts

3'x8' READERBOARD

Double faced, illuminated, with four lines of track. For use with 8' shaped logo primary roadside sign.

DIMENSIONS:	3'7"x8'1 1/16"
SQUARE FOOTAGE:	28.98 (readerboard area only)
FACES:	.125" SG-100 Polycarbonate pan faces with four lines of zip track
DECORATION:	Screened, white only (FR-1-110)
CABINET:	Extruded aluminum 10" wide, primed and painted semi-gloss mahogany brown. One side hinged for service.
ELECTRICAL:	3.0 total AMPS, 1-15 AMP circuit
INSTALLATION:	Center pole mount

6' SHAPED LOGO SIGN

Double faced, illuminated roadside sign, normally mounted on 3'x6' readerboard.

DIMENSIONS:	6'7"x6'5 1/8" (squared)
SQUARE FOOTAGE:	18.9 (sign area only) 40.72 (sign area with readerboard)
FACES:	.125" SG-100 Polycarbonate left and right pan faces with 5/8" embossed graphics
DECORATION:	Screened, Flame Red (FR-1-585) and White (FR-1-110)
CABINET:	Extruded aluminum 8" wide with 1" face retainer, primed and painted semi-gloss mahogany brown. Remove screws from retainer and lift face for service.
ELECTRICAL:	3.0 total AMPS, 1-15 AMP circuit, 120V with 2 #12 lead wires
INSTALLATION:	Center pole mount with 1"x3 1/2" bolts

3'x6' READERBOARD

Double faced, illuminated with four lines of track. For use with 6' shaped logo roadside sign.

DIMENSIONS:	3'7"x6'1 1/16"
SQUARE FOOTAGE:	21.82
FACES:	.125" SG-100 Polycarbonate pan faces with four lines of zip track
DECORATION:	Screened, white only
CABINET:	Extruded aluminum 10" wide, primed and painted semi-gloss mahogany brown. One side hinged for service.
ELECTRICAL:	2.2 total AMPS, 1-15 AMP circuit
INSTALLATION:	Center pole mount

PUBLIC NOTICE OF HEARING BEFORE
ZONING BOARD OF APPEALS
TOWN OF NEW WINDSOR

PLEASE TAKE NOTICE that the Zoning Board of Appeals of the TOWN OF NEW WINDSOR, New York, will hold a Public Hearing pursuant to Section 48-34A of the Zoning Local Law on the following Proposition:

Appeal No. 14

Request of LOUIS KORNGOLD and M.C.&B. PARTNERSHIP

for a VARIANCE of the Zoning Local Law to permit:

construction of two (2) buildings in commercial zone with more than the allowable maximum building height and signage;

being a VARIANCE of Section 48-12 - Table of Use/Bulk Regulations,
Column I & N;

for property situated as follows:

East side of N.Y.S. Route 300, 300 ft. north of intersection known
as Five Corners, Vails Gate, in the Town of New Windsor, N. Y.,
known as tax lot Section 69 Block 2 Lots 1, 2 & 12.

SAID HEARING will take place on the 23rd day of May,
1994, at New Windsor Town Hall, 555 Union Avenue, New Windsor,
New York, beginning at 7:30 o'clock P. M.

JAMES NUGENT
Chairman

OFFER TO PURCHASE

The undersigned M, C, AND G PARTNERSHIP, herein called Purchaser, offers to purchase from LOUIS KORNGOLD, herein called Seller, the following described property located in VAIL GATE, County of ORANGE, State of NEW YORK, being more fully described as follows:

PROPERTY BEING ON ST RT 300, HAVING APP 460 FEET ON RT 300, HAVING ACCESS TO RT 32 AND OLD TEMPLE ROAD, THE PROPERTY BEING THE PROPERTY SURVEYED BY GRAVAS & HILDRETH, CONTAINING APP 3.05+/-ACRES

at and for the price of Seven Hundred Thousand Dollars upon the following terms:

Fifteen Thousand Dollars, which the Purchaser herewith pays as earnest money, and part payment on the purchase price of the property, the earnest money to be deposited with the title company/escrow agent under article 7;

Three hundred, eighty-five thousand dollars () cash upon delivery to the purchaser of a general Warranty Deed with the proper statutory form for recording with revenue stamps and proper amount affixed thereto by the Seller, at Seller's expense, so as to convey to the Purchaser title to the property, free of all encumbrances except herein stated;

The balance of three hundred thousand dollars () in the form of a Note secured by Purchase Money Mortgage on the premises above described and said sum to be repaid as follows: interest quarterly at the rate of 10.25% per annum and the entire principal balance together with accrued interest to be paid upon development of the conveyed premises with a Jiffy Lube franchise and a Blockbuster franchise, but in no event more than five years from the date of sale. The Seller agrees his mortgage shall be subject and subordinate to any financing obtained by the Purchaser in a maximum amount of as set forth in Paragraph 1(E) below. Purchaser agrees that the entire proceeds of such financing shall be used solely for the development of the subject premises. Purchaser agrees that any default under the terms of the superior mortgage shall constitute a default of the terms of the mortgage to be held by Seller.

1. This offer to Purchase is made subject to the following conditions:

- A. That the property is zoned commercially, and such zoning shall permit the construction and operation of a JIFFY LUBE CENTER, WITH CAR WASH and BLOCKBUSTER VIDEO STORE and that Purchaser obtain all necessary permits for the construction and operation of such facilities. Purchaser agrees to use due diligence in applying for and fulfilling all requirements necessary to obtain

such permits. These conditions to be satisfied by August 1, 1993. If not satisfied, the Purchaser has the right 1) to proceed and close on this contract, 2) Or call this contract "null and void" and receive all earnest money deposited, 3) Or, with Seller's written permission, extend this contract.

- B. That utilities to service the premises are available and the local authorities will permit the use of those utilities.
- C. That Purchaser obtain, at Purchaser's expense, an environmental study of subject premises satisfactory to Purchaser and Purchaser's lender not later than sixty (60) days after the last signing of this Agreement, after which such condition is deemed waived.
- D. Seller represents that he has negotiated a proposed lease with "Blockbuster Video". Purchaser has been allowed to review the proposed or executed "Blockbuster Video" lease. If Purchaser finds the content of said lease unsatisfactory or in the event that said lease is non-assignable, Purchaser shall have the option to declare the entire contract null and void and all deposits paid with respect thereto shall be returned in full, such option to be exercised not later than 60 days after the last signing of this Agreement after which such condition shall be deemed waived.
- E. That Purchaser receive a commitment from Community National Bank of Pennsylvania for financing for the development of this project in the amount of eight hundred, fifty thousand dollars (); said commitment to be obtained within eight weeks of the execution of this contract. In the event that Purchaser fails to obtain said commitment, the Purchaser shall have the option to declare the contract null and void and all deposits paid with respect thereto shall be returned in full. Purchaser represents that it knows of no reason why such commitment should be denied.
- F. That Purchaser obtain site approval from Jiffy Lube International for the construction of a Jiffy Lube facility with car wash on the subject premises, such approval to be obtained within 60 days of the date of last signing of this Agreement after which this condition shall be deemed waived.
- G. That there are three (3) existing tenants on the subject premises one (1) is a month to month tenant and the other two (2) occupy the premises pursuant to written leases, copies of which have been provided to the Purchaser. Purchaser agrees to take title subject to the three (3) existing tenancies on the condition that such tenancies do

not prohibit the development of the subject premises with a Blockbuster franchise or a Jiffy Lube franchise. Purchaser agrees to advise Seller if the tenancies prohibit such development within sixty (60) days of the last signing of this Agreement after which such condition shall be deemed waived.

In the event those contingencies in paragraphs A through F are not completed by either party within the time herein required, or in the event such boring test or surveys disclose matters which would make the property unsuitable, in Purchaser's sole judgment, for the purposes herein stated, Purchaser shall have the option of terminating this agreement and all deposits with respect hereto shall be returned in full.

2. Seller hereby grants to Purchaser, its agents or its contractors, the right to enter upon the premises at all reasonable times to make soil tests and surveys provided for herein, provided Purchaser restores the premises to its original condition.

3. Seller agrees to furnish Buyer within 30 days from date of last signing, a current boundary and topographic survey of subject premises showing the location of the utilities.

4. Seller agrees to furnish Buyer within 45 days from receipt of Purchaser's mortgage commitment an owner's title insurance binder covering the property herein in Purchaser's name and for Purchaser's benefit from a reputable title insurance company, showing good and marketable title on the date of issuance of the binder. The binder will be mailed to Purchaser and Purchaser will have a reasonable time to examine the title and to reply to Seller as to objections Purchaser might have. Seller shall have reasonable time after receipt of such objections to satisfy all valid objections, and if Seller fails to satisfy such valid objections within a reasonable time, then at the option of the Purchaser, evidenced by written notice to Seller, this contract shall be null and void, and all deposits paid thereto shall be returned to Purchaser. Any title insurance binder furnished Purchaser, and paid for by Seller, as hereunder shall contain a commitment to issue title insurance in an insured amount equal to the purchase price specified above. If, as and when title actually closes, the Purchaser shall pay for the title insurance actually obtained. If the title does not close, then and in that event the Seller will pay all title insurance charges, if any.

5. If after the date hereof, and prior to the closing, all or a part of the property is subjected to a benefit threat of condemnation by a body having the power of eminent domain or is taken by eminent domain or condemnation (or sale in lieu thereof), or all or a substantial part of the property is damaged or destroyed by any cause, Purchaser may, by a written notice to Seller, elect to 1) cancel this agreement prior to the closing of title hereunder, in which event, both parties shall be relieved and released of and from any further liability hereunder, except that Seller shall refund all

sums paid to Seller by Purchaser pursuant to this agreement and thereupon this agreement shall become null and void and be considered cancelled, or 2) reduce the purchase price by the amount of the condemnation award to Seller or by the amount of any insurance proceeds paid or payable to Seller or by the value of the building located on the property. If no such election is made prior to closing, this agreement shall remain in full force and effect, and the purchase contemplated herein, less any interest taken by eminent domain or condemnation, shall be effected with no further adjustment, and upon the closing of this purchase, Seller shall assign, transfer and set over to Purchaser all of the right, title and interest of Seller in any and to any awards that have been or that may thereafter be made for such taking, and Seller further shall assign, transfer and set over to Purchaser any sums of insurance money paid for any damage or destruction, and shall set over to Purchaser all of the right, title and interest of seller in and to any insurance awards that may thereafter be made for such damage or destruction.

6. That the date of this contract shall be regarded as the date when the last one of Seller and Purchaser has signed this contract.

7. The closing of this transaction shall be at the office of Seller's attorneys, or other title or law firms mutually agreed upon, at such time as all conditions of this Agreement have been satisfied, but not later than August 15, 1993. Earnest money as provided for in the Agreement shall be held in an interest bearing escrow account in the name of Seller's attorney or any other Escrow Agent as the parties shall mutually agree upon. If the transaction closes the interest earned on said escrow account shall be paid to the Seller.

8. This Agreement is binding upon the heirs, executors, administrators, successors and assigns of the respective parties.

9. All notices and demands herein required shall be in writing. The mailing of notice by US Mail, Certified, to the parties as follows:

Seller:

Doctor Louis Korngold
125 South Main Street
New City, NY 10956

and/or

Harvey S. Barr, Esquire
Barr & Rosenbaum, Esq.
664 Chestnut Ridge Road
P.O. Box 664
Spring Valley, NY 10977

Purchaser:

M, C and G Partnership
c/o Jim Millett 351 W. Main
Street Dalton, PA 18414

and/or

Joseph B. Meagher, Esquire
Thomas, Collison & Place 1201
Monroe Street, P.O. Box 329
Endicott, New York 13760

10. This contract shall not be assignable without the consent of the Seller, which consent shall not be unreasonably withheld.

11. There are no brokers involved in this Agreement for the sale of this property and each party will indemnify the other party against any brokers' commissions, if any. Purchaser, however, specifically represents that it has been provided with a copy of the Seller's agreement with First Development Corporation (FDC) which pertains to the proposed Blockbuster lease and is satisfied with same; and, upon closing, Purchaser agrees to assume all responsibility for the payment of all commissions and fees due thereunder.

In WITNESS WHEREOF, the Purchaser has duly signed this Offer to Purchase and in triplicate this the 1st day of April 1993.

WITNESS:

James P. McLean Partner
PURCHASER: M. C AND G PARTNERSHIP

DATE

The undersigned, LOUIS KORNGOLD, hereby agrees to sell the above described property on the terms and conditions stated in the foregoing Offer to Purchase, and does hereby approve, ratify, and confirm said contract in all respects.

This 5th day of April, 1993.

WITNESS:

Louis Korngold
SELLER

DATE

PROXY STATEMENT
for submittal to the

TOWN OF NEW WINDSOR PLANNING BOARD

Louis Korngold, deposes and says that he conducts
business at 125 South Main Street New City
(Owner's Address)

in the County of Rockland

and State of New York

and that he is the owner in fee of Tax Map Designation

Section 69, Block 2, Lots 1, 2, and 12

which is the premises described in the foregoing application and

that he has authorized Gregory J. Shaw, P.E., Jim Millett and
John Connell
to make the foregoing application as described therein.

Date: 4/25/94

Louis Korngold
(Owner's Signature)

Mary Clark
(Witness' Signature)

THIS FORM CANNOT BE WITNESSED BY THE PERSON OR REPRESENTATIVE OF
THE COMPANY WHO IS BEING AUTHORIZED TO REPRESENT THE APPLICANT
AND/OR OWNER AT THE MEETINGS.

ZONING BOARD OF APPEALS : TOWN OF NEW WINDSOR
COUNTY OF ORANGE : STATE OF NEW YORK

In the Matter of Application for Variance of

Hornigold / M.C. & B. Partnership

Applicant.

AFFIDAVIT OF
SERVICE
BY MAIL

94-14.

STATE OF NEW YORK)
) SS.:
COUNTY OF ORANGE)

PATRICIA A. BARNHART, being duly sworn, deposes and says:

That I am not a party to the action, am over 18 years of age and reside at 7 Franklin Avenue, New Windsor, N. Y. 12553.

On May 11, 1994, I compared the 39 addressed envelopes containing the attached Notice of Public Hearing with the certified list provided by the Assessor regarding the above application for variance and I find that the addressees are identical to the list received. I then mailed the envelopes in a U. S. Depository within the Town of New Windsor.

Patricia A. Barnhart
Patricia A. Barnhart

Sworn to before me this
18th day of May, 1994.

Dorothy Green
Notary Public

DEBORAH GREEN
Notary Public, State of New York
Qualified in Orange County
4984065
Commission Expires July 15, 1995

(TA DOCDISK#7-030586,AOS)



1763

TOWN OF NEW WINDSOR

555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553

(4X) (39)

April 18, 1994

Gregory J. Shaw
744 Broadway
Newburgh, NY 12550

RE: 69-2-1,2&12
Owner: Louis Korngold

According to our records, the attached list of property owners are within five hundred (500) Feet of the above referenced Property.

The Charge for this service is \$65.00, Minus your deposit of \$25.00. Please remit the balance of \$40.00 to the Town clerk's office.

Sincerely.

J. Cook /cd

Leslie Cook
Sole Assessor

LC/cd
Attachments
cc: Pat Barnhart

Dedominicis, Antonio & Giencinta
P.O. Box 327
Cornwall, NY 12518

Ruggerio, Nicholas & Esther
Box 537
Vails Gate, NY 12584

Babcock, Robert P. Catherine J.
Box 537
Vails Gate, NY 12584

Kelly, Katherine
Box 38
Vails Gate, NY 12584

Bila Family Partnership
158 N. Main St.
Florida, NY 10921

Daidone, Charles T. & Rose M.
250-260 Temple Hill Road
New Windsor, NY 12553

Norstar Bank Of Upstate NY
Facilities Management
P.O. Box 911
Newburgh, NY 12550

Shedden, Joan A.
Box 608A
Vails Gate, NY 12584

Aquino John J. & Gregory Mellick
c/o Gregory Mellick
135 W. Nyack Rd.
Nanuet, NY 10954

Rosenberg, William & Viola
c/o Big V Supermarket Inc.
176 N. Main St.
Florida, NY 10921

Lawton, Edith B.
c/o Cameron Realty
236 Main St.
Cornwall, NY 12518

Gardner Plus 3
104 So. Central Ave.
Valley Stream, NY 11580

S&S Properties INC.
124 Quaker Road
Highland Mills, NY 10930

Slepoy, William & Andrew & Jacqueline & Gardner, Fred
c/o Slepoy Gardner
104 So. Central Ave. Room 20
Valley Stream, NY 11580

Brambury Associates
765 Elmgrove Road
Rochester, NY 14624

TGS Associates Inc.
15 East Market Street
Red Hook, NY 12571

Albany Savings Bank
94 Broadway
Newburgh, NY 12550

R & S Foods Inc.
249 North Craig St.
Pittsburgh, Pa 15213

NYS Dept. of Transportation
Office of the State Comptroller
A.E. Smith Office Bldg.
Albany, NY 12236

Casaccio, Paul & Virginia
41 Barclay Road
New Windsor, NY 12553

Primavera Properties INC.
P.O. Box 117
Vails Gate, NY 12584

Angelo Rosmarino Enterprises, Inc.
P.O. Box 392
Vails Gate, NY 12584

Amerada Hess Corp.
c/o Dean E. Cole
Mgr. Property Tax Dept.
1 Hess Plaza
Woodbridge, NJ 07095

Route 300 Associates
c/o John Yanaklis
550 Hamilton Ave.
Brooklyn, NY 11232

V.G.R. Associates
c/o Howard V. Rosenblum
300 Martine Ave.
White Plains, NY 10601

Prekas, Steve
3 Warden Circle
Newburgh, NY 12550

Mans & Miller Auto Centers, INC.
P.O. Box 247
Vails Gate, NY 12584

Perkas, Steve
c/o ACSIS Foods Inc.
P.O. Box 212
Vails Gate, NY 12584

McDonalds Corp. 031/0159
P.O. Box 66207
AMF Ohare
Chicago, Illinois 60666

~~Stepoy, Herbert & Gardner, Fred~~
~~104 S. Central Ave. (Room 20)~~
~~Valley Stream, NY 11580~~ *duplicate*

Mobil Oil Corporation
Property Tax Department
P.O. Box 290
Dallas, TX 75221

Leonardo, Constantine
94 Maple St.
Newburgh, NY 12550

Leonardo, Samuel
7 Dogwood Hills RD
Newburgh, NY 12550

House Of Apache Properties LTD
52 Elm St.
Huntington, NY 11743

Windsor Enterprises, INC.
P.O. Box 928
Vails Gate, NY 12584

~~C.P. Mans~~
~~P.O. Box 247~~ *duplicate*
~~Vails Gate, NY 12584~~

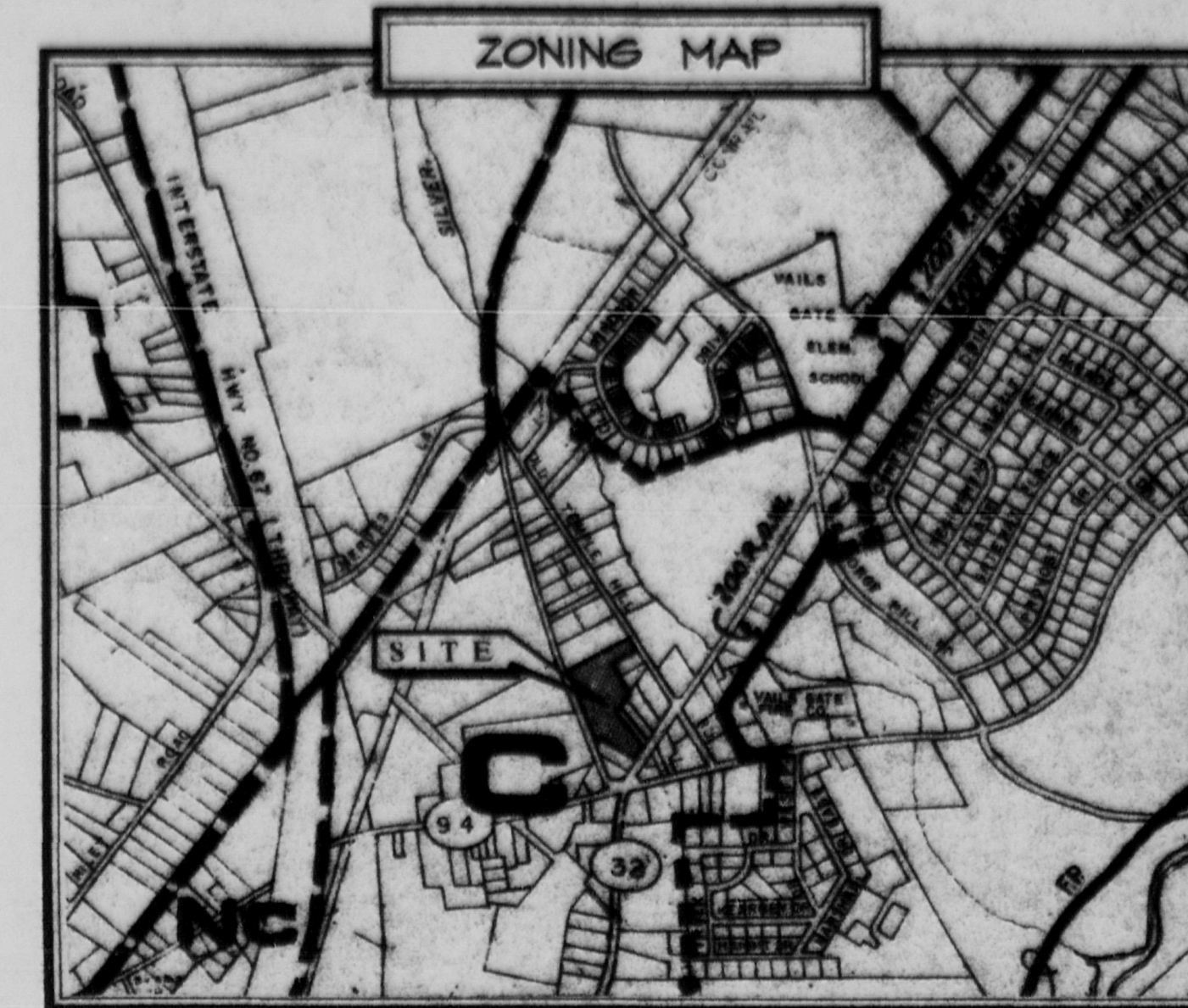
Bahri, Jamil & Mortan Jamal
16 Academy Ave.
Chester, NY 10918

Panella, Emillo
P.O. Box 473
Vails Gate, NY 12584

Orange County I.D.A.
c/o Strober King Building Supply
P.O. Box 726
Vails Gate, NY 12584

Sy Realty Corp.
550 Hamilton Ave.
Brooklyn, NY 11232

Conna Corporation
c/o Dairy Mart #6668
One Vision Drive
Enfield, CT 06082
Attn: Prop. Admin. Dept.



ZONING SCHEDULE

ZONE: C - DESIGN SHOPPING		
USE: A-1 - RETAIL STORES		
USE: B-5 - SERVICE REPAIR GARAGE *		
	REQUIRED	PROVIDED
LOT AREA	40,000 S.F.	192,858 S.F.
LOT WIDTH	200 FT.	355 FT.
FRONT YARD DEPTH	60 FT.	60 FT. (RETAIL BLDG. No. 1)
SIDE YARD	50 FT.	42 FT. (JIFFY LUBE)
TOTAL BOTH SIDE YARDS	70 FT.	44 FT.
REAR YARD DEPTH	50 FT.	30 FT. (RETAIL BLDG. No. 2)
STREET FRONTAGE	N/A	N/A
BUILDING HEIGHT (47 FT. OF MIN. DIST. TO NEAREST LOT LINE)		
JIFFY LUBE - (42 FT.)	14'-0"	18 FT. **
RETAIL BLDG. No. 1 - (55 FT.)	18'-4"	18 FT. **
RETAIL BLDG. No. 2 - (30 FT.)	10'-0"	18 FT. **
FLOOR AREA RATIO	0.50	11.3 %

* DENOTES SPECIAL PERMIT BY PLANNING BOARD
 ** DENOTES VARIANCE REQUIRED BY ZONING BOARD OF APPEALS

COVERAGES:		
BUILDING COVERAGE % OF TOTAL AREA		22,863 S.F. 11.3 %
PAVEMENT COVERAGE % OF TOTAL AREA		85,460 S.F. 43.8 %
OPEN SPACE COVERAGE % OF TOTAL AREA		24,421 S.F. 12.4 %

OFFSTREET PARKING:		
RETAIL BUILDING No. 1		
1 SPACE PER 150 S.F. OF FLOOR AREA IN SALES USE		
- (5,000 S.F. / 150 S.F. PER SPACE)	34 SPACES	34 SPACES
RETAIL BUILDING No. 2		
1 SPACE PER 150 S.F. OF FLOOR AREA IN SALES USE		
- (11,000 S.F. / 150 S.F. PER SPACE)	80 SPACES	84 SPACES
SERVICE REPAIR GARAGE		
4 SPACES PER SERVICE BAY, PLUS 1 PER 300 S.F. OF FLOOR AREA OUTSIDE OF SERVICE AREAS		
- 3 SERVICE BAYS	12 SPACES	12 SPACES
- OUTSIDE OF SERVICE AREAS (100 S.F. / 300 S.F. PER SPACE)	3 SPACES	3 SPACES
	124 SPACES	133 SPACES

LEGEND

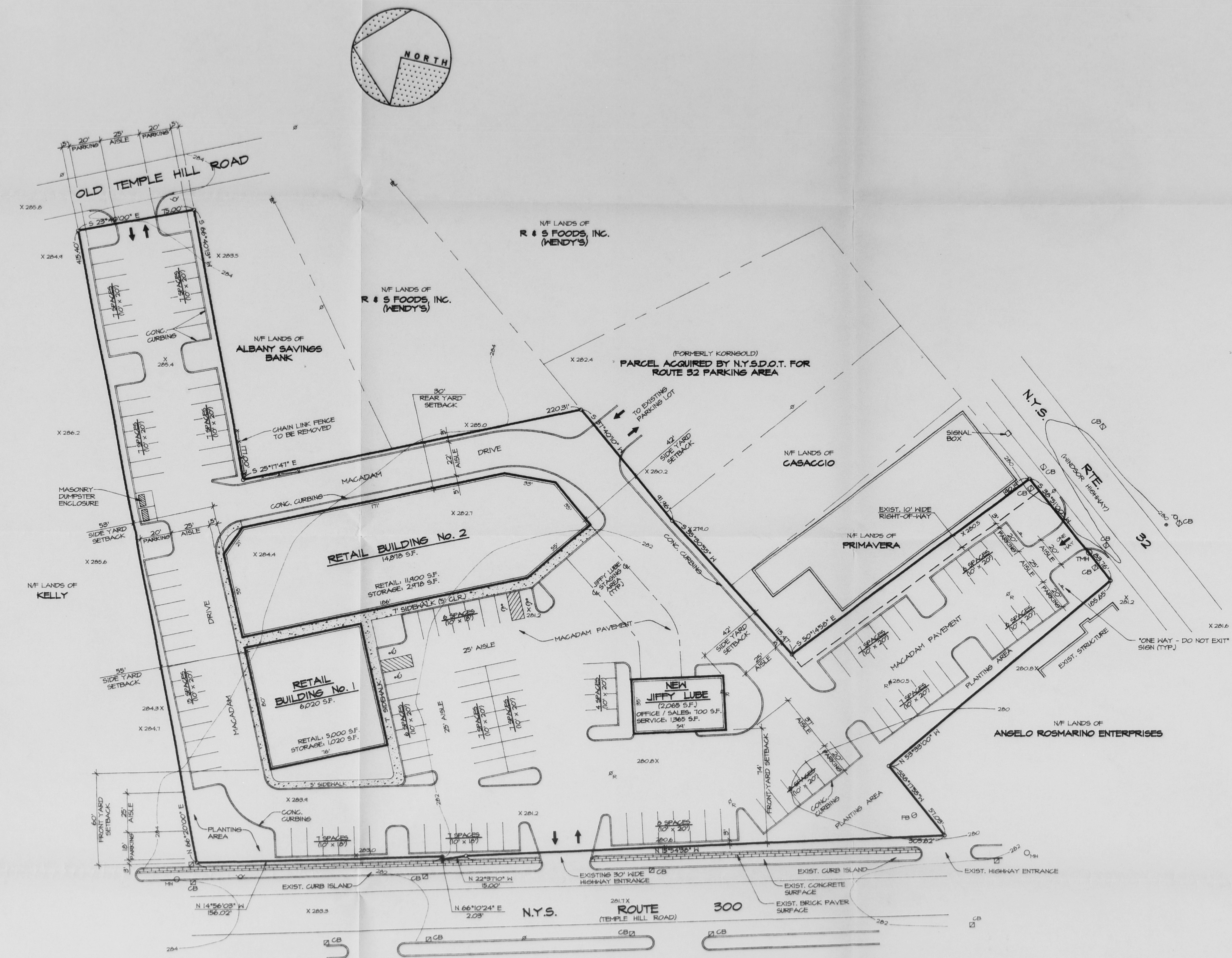
EXISTING	NEW
100' 2" CONTOUR	200' FINISHED GRADE
10' CONTOUR	CB CATCH BASIN
BOUNDARY	FB FLUSHING BASIN
ADJ. PROPERTY LINE	CB CATCH BASIN
CB CATCH BASIN	CB CATCH BASIN
FB FLUSHING BASIN	CB CATCH BASIN
UTILITY POLE	CB CATCH BASIN
SANITARY MANHOLE	CB CATCH BASIN
HYDRANT	CB CATCH BASIN
VALVE	CB CATCH BASIN
SPOT ELEV. 280.0	CB CATCH BASIN
LIGHT POLE	CB CATCH BASIN
CHAIN LINK FENCE	CB CATCH BASIN

NOTES

1. ZONE: C ZONE - DESIGN SHOPPING
2. TOTAL PARCEL AREA: 3.08± ACRES
3. TAX MAP DESIGNATION: SECTION 64, BLOCK 2, LOTS 1, 2 & 12
4. RECORD OWNER: LOUIS KORNSOLD
354 NORTH MIDDLE TOWN ROAD
NANUET, NEW YORK 10854
5. RECORD APPLICANT: M.C. & B. PARTNERSHIP
C/O JIFFY LUBE
208 MEADOW AVENUE
SCRANTON, PA 18505
6. BOUNDARY, TOPOGRAPHIC AND UTILITY INFORMATION OBTAINED FROM DRAWINGS ENTITLED "SITE PLAN AND SITE GRADING, LIGHTING AND DRAINAGE PLAN" FOR LOUIS KORNSOLD PREPARED BY GREVAS & HILDRETH, P.C.
7. THE LOCATIONS OF EXISTING UTILITIES ARE TO BE CONSIDERED APPROXIMATE, AND THE CONTRACTOR SHALL VERIFY THEIR LOCATIONS AND ELEVATIONS PRIOR TO EXCAVATION. NEW YORK STATE INDUSTRIAL CODE REQUIRES TWO (2) WORKING DAYS NOTICE BEFORE EXCAVATION, DRILLING, OR BLASTING. UNDERGROUND UTILITIES CENTER TELEPHONE NO. IS 1-800-245-2828.

FOR NEW WINDSOR PLANNING BOARD PURPOSES ONLY 4-6-1994

TOWN OF NEW WINDSOR PLANNING BOARD
 STAMP OF APPROVAL



Shaw Engineering
 Consulting Engineers
 744 Broadway
 Newburgh N.Y. 12550

UNAUTHORIZED ALTERATION OR ADDITION TO THIS DOCUMENT IS A VIOLATION OF SECTION 7209-2 OF THE NEW YORK STATE EDUCATION LAW.
 COPIES FROM THE ORIGINAL OF THIS DOCUMENT WITHOUT A FACSIMILE OF THE SIGNATURE AND AN ORIGINAL OF THE STAMP OR EMBOSSED SEAL OF THE PROFESSIONAL ENGINEER SHALL NOT BE CONSIDERED VALID TRUE COPIES.
 COPYRIGHT 1994 SHAW ENGINEERING

ISSUE	REVISION	DATE

Drawn By: J.R.J.
 Checked By: G.J.S.
 Scale: 1"=30'
 Date: _____

Project: SHOPPING PLAZA FOR M.C. & B. PARTNERSHIP
 N.Y.S. ROUTE 300 TOWN OF NEW WINDSOR, N.Y.

Project No. 9310